

1
2
3
4
5
6
7
8
9 **UNITED STATES DISTRICT COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 SPS TECHNOLOGIES, LLC d/b/a/ PB
12 FASTENERS,

13 Plaintiff,

14 v.

15 BRILES AEROSPACE, INC.,
16 MICHAEL BRILES, and ROBERT
17 BRILES,

18 Defendants.

Case No. 2:18-cv-09536-MWF-AS

**DECLARATION OF JOSEPH
WOOD IN SUPPORT OF
PLAINTIFF SPS TECHNOLOGIES,
LLC'S MOTION TO MODIFY
SCHEDULING ORDER AND FOR
LEAVE TO FILE SECOND
AMENDED COMPLAINT**

**REDACTED VERSION OF
DOCUMENT PROPOSED TO BE
FILED UNDER SEAL**

First Amended Complaint Filed:
December 17, 2018

Hearing:

Date: August 12, 2019

Time: 10:00 a.m.

Place: Courtroom 5A

Before: Hon. Michael W. Fitzgerald

21
22
23
24
25
26
27
28

1 I, Joseph Q. Wood, hereby declare as follows:

2 1. I am an attorney at the law firm of Williams & Connolly LLP, and I
3 represent Plaintiff SPS Technologies, LLC d/b/a PB Fasteners (“Plaintiff” or “PB
4 Fasteners”) in this action. I have personal knowledge of the facts set forth herein, and
5 if called and sworn as a witness, I could and would testify competently thereto.

6 **Plaintiff’s Production of Documents**

7 2. Defendants have propounded over 175 requests for the production of
8 documents, over 50 interrogatories, 50 requests for admission, requests for inspection
9 of tangible things, and a request to permit entry onto land.

10 3. Plaintiff did not request a single extension from Defendants in responding
11 to these requests.

12 4. Plaintiff’s production has required the use of 20 ESI custodians, several
13 targeted ESI collections for specific documents, and hard-copy review of thousands of
14 documents.

15 5. To date, Plaintiff has collected more than 1.5 million documents, has
16 reviewed about 200,000 documents, and has produced 33,799 documents, or 144,923
17 pages.

18 6. Plaintiff’s document production is now complete.

19 7. Plaintiff offered to make its witnesses available for depositions starting
20 June 12. When Defendants indicated that they would not proceed with any individual
21 deposition until 7 days after all documents from that witness had been produced,
22 Plaintiff agreed to make its witnesses available after the June 28 discovery cut-off. By
23 that point, the parties already contemplated that discovery would continue after the cut-
24 off.

25 **Space-Lok, Inc.**

26 8. Plaintiff served a document subpoena on Space-Lok, Inc. on March 28,
27 2019.

1 9. Space-Lok resisted producing communications with Boeing for more than
2 two months, and resisted producing any internal documents relating to development.

3 10. Space-Lok ultimately agreed to produce communications with Boeing, and
4 made a production of such communications on June 11.

5 11. Attorneys for Plaintiff reviewed Space-Lok's production on June 12.

6 12. The documents from Space-Lok reveal that [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 13. Attached hereto as **Exhibit 3** is a true and correct copy of a document with
12 Bates numbers SPACE-LOK-000100–109, as produced by Space-Lok in this litigation.

13 14. Attached hereto as **Exhibit 4** is a true and correct copy of a document with
14 Bates number SPACE-LOK-000131, as produced by Space-Lok in this litigation.

15 15. Attached hereto as **Exhibit 5** is a true and correct copy of a document with
16 Bates number SPACE-LOK-000171, as produced by Space-Lok in this litigation.

17 16. Attached hereto as **Exhibit 6** is a true and correct copy of a document with
18 Bates number SPACE-LOK-0000464–466, as produced by Space-Lok in this litigation.

19 **The Boeing Company**

20 17. Plaintiff served a document subpoena on Boeing on March 7, 2019.

21 18. Boeing asserted that the subpoena was unenforceable and refused to make
22 a production in response to it.

23 19. As a result, Plaintiff filed a motion to compel discovery in the Northern
24 District of Illinois, which was granted in substantial part on June 7.

25 20. Boeing produced 287 documents to Briles Aerospace on June 8, 6,925
26 documents to PB Fasteners on June 12, 7,580 documents to PB Fasteners on June 18,
27 and 7,521 documents to Briles Aerospace on June 21.
28

1 21. Boeing's June 12 production was the first to disclose [REDACTED]

2 [REDACTED]
3 22. Attached hereto as **Exhibit 7** is a true and correct copy of the Memorandum
4 Opinion and Order issued by Magistrate Judge Sunil R. Harjani in Case No. 19-cv-3365
5 (N.D. Ill., June 7, 2019).

6 23. Attached hereto as **Exhibit 8** is a true and correct copy of a document with
7 Bates numbers BOEING_SPS_00048313–314, as produced by Boeing in this litigation.

8 24. Attached hereto as **Exhibit 9** is a true and correct copy of a document with
9 Bates numbers BOEING_SPS_00035496–498, as produced by Boeing in this litigation.

10 **Lisi Aerospace**

11 25. In September 2018, Boeing disclosed that Lisi Aerospace Canada Corp.
12 (“Lisi Canada”), an entity headquartered near Montreal, had qualified to manufacture
13 “protruding head” tapered sleeve bolts.

14 26. At this time, Plaintiff understood that personal jurisdiction over Lisi
15 Canada was uncertain in California.

16 27. Plaintiff filed suit against Lisi Canada in Montreal Superior Court on
17 November 20, 2018, shortly after it filed the complaint in this action.

18 28. On March 4, 2019, Plaintiff learned that Blanc Aero Industries SAS (“Lisi
19 France”), another Lisi Aerospace entity headquartered in Paris, had qualified to
20 manufacture “flush head” tapered sleeve bolts for Boeing.

21 29. Plaintiff undertook an investigation and, based on the information available
22 to it at the time, was unable to identify sufficient facts to allege personal jurisdiction
23 over Lisi France in either Canada or California.

24 30. On June 12 and 18, Boeing produced documents that revealed sufficient
25 evidence to [REDACTED]

26 [REDACTED]
27 31. Plaintiff served a subpoena on Lisi Aerospace North America. Lisi
28 Aerospace North America has asserted that no responsive documents exist.

1 32. Attached hereto as **Exhibit 10** is a true and correct copy of a document
2 with Bates numbers PBF00983825–836, as produced by Plaintiff in this litigation.

3 33. Attached hereto as **Exhibit 11** is a true and correct copy of a document
4 with Bates numbers PBF0149913–923, as produced by Plaintiff in this litigation.

5 34. Attached hereto as **Exhibit 12** is a true and correct copy of a document
6 with Bates numbers BOEING_SPS_00000008–10, as produced by Boeing in this
7 litigation.

8 35. Attached hereto as **Exhibit 13** is a true and correct copy of a document
9 with Bates numbers BOEING_SPS_00000075–79, as produced by Boeing in this
10 litigation.

11 36. Attached hereto as **Exhibit 14** is a true and correct copy of a document
12 with Bates numbers BOEING_SPS_00003556–558, as produced by Boeing in this
13 litigation.

14 37. Attached hereto as **Exhibit 15** is a true and correct copy of a document
15 with Bates numbers BOEING_SPS_00048813–817, as produced by Boeing in this
16 litigation.

17 38. Attached hereto as **Exhibit 16** is a true and correct copy of a document
18 with Bates number BOEING_SPS_00057063, as produced by Boeing in this litigation.

19 39. Attached hereto as **Exhibit 17** is an excerpt of a spreadsheet with Bates
20 number BOEING_SPS_00057553, as produced by Boeing in this litigation. The
21 spreadsheet has been filtered to only those purchase orders issued to Lisi Aerospace
22 North America and only those fields relevant to the instant Motion.

23 **Meet and Confer Efforts**

24 40. On June 18, counsel for Plaintiff informed counsel for Defendants that
25 Plaintiff planned to seek leave to amend the FAC to add new parties and claims, and
26 provided counsel for Defendants with documents reflecting the basis of such claims
27 against Space-Lok and Montgomery Machine.
28

1 41. Also on June 18, counsel for plaintiff informed Defendants of the discovery
2 of the Employee Agreement signed by Robert Briles.

3 42. During meet-and-confer calls with counsel for Defendants on July 8 and 9,
4 counsel for Plaintiff provided the detailed factual basis for all of the new claims in the
5 Second Amended Complaint. Counsel for Plaintiff also cited specific documents in
6 support of each new claim against Robert Briles.

7 **Additional Supporting Materials**

8 43. Attached hereto as **Exhibit 2** is a true and correct excerpt of the transcript
9 of the hearing on Plaintiff's Motion for a Preliminary Injunction, held on February 21,
10 2019.

11 44. Attached hereto as **Exhibit 18** is a true and correct copy of Defendant
12 Robert Briles's interrogatory responses served on June 28, 2019.

13 45. Plaintiff has produced records from a teleconference with counsel for
14 Plaintiff, counsel for Paul R. Briles, Inc., and representatives of the Federal Trade
15 Commission on June 7, 2011 with Bates numbers PBF0005676–694.

16 46. During the June 7, 2011 teleconference, Robert Briles represented that Paul
17 R. Briles, Inc. owned trade secrets, including specifically the processes used in the
18 manufacture of the SLEEVbolt®:

19 “e. Rob confirmed there is no current patent on the sleevebolts. The old patents
20 were on sleevebolt but they are no longer in effect and they were prior to composite
21 airframes.

22 f. Technology licensed by PCC is trade secrets, know-how and technical
23 information. Information conveyed to PCC included: manufacturing methods,
24 tooling, design, drawings (Boeing drawing as well as PB sub-component design
25 which included more detail than the Boeing drawing). Ownership of the licensed
26 IP stayed with PB.”

1 47. Plaintiff has produced the License Agreement between Paul R. Briles, Inc.
2 and SPS Technologies, LLC dated November 21, 2015 with Bates numbers
3 PBF0005799–807.

4 48. At PBF0005800, the License Agreement provides that:
5 “‘Proprietary Information’ means the trade secrets, know-how, technical
6 information and expertise of [Paul R. Briles, Inc.] that is used and useful in
7 manufacturing and/or testing Sleevebolt Products. . . .
8 Subject to the terms, conditions, and limitations set forth herein, Licensor hereby
9 grants to Licensee a non-exclusive license . . . to use the Proprietary Information
10 only at its factory(ies) located in the United States of America . . . and only to
11 manufacture Sleevebolt Products for use in the Field (or for associated testing and
12 certification.”

13 49. Attached hereto as **Exhibit 19** is a true and correct copy of a document
14 with Bates numbers RB002079–80, as produced by Robert Briles in this litigation.
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 I declare under penalty of perjury that the foregoing is true and correct to the best
2 of my knowledge and belief. Executed in Washington, D.C. on July 15, 2019.

3 
4

5 _____
Joseph Wood

EXHIBIT 1

[REDACTED]

***UNREDACTED VERSION TO BE
FILED UNDER SEAL
APPLICATION PENDING***

SPERTUS, LANDES & UMHOFFER, LLP
Matthew Donald Umhofer (SBN 206607)
Elizabeth A. Mitchell (SBN 251139)
1990 S. Bundy Drive, Suite 705
Los Angeles, CA 90025
Telephone: (310) 826-4700
Facsimile: (310) 826-4711
matthew@spertuslaw.com
emitchell@spertuslaw.com

WILLIAMS & CONNOLLY LLP
Bruce R. Genderson (*pro hac vice*)
Thomas H.L. Selby (*pro hac vice*)
Daniel P. Shanahan (*pro hac vice*)
Edward C. Reddington (*pro hac vice*)
Joseph Q. Wood (*pro hac vice*)
Michelle L. Hood (*pro hac vice*)
William B. Snyderwine (*pro hac vice*)
Miranda R. Petersen (*pro hac vice*)
725 Twelfth Street, N.W.
Washington, DC 20005
Telephone: (202) 434-5000
Facsimile: (202) 434-5029
bgenderson@wc.com
tselby@wc.com
dshanahan@wc.com
ereddington@wc.com
jwood@wc.com
mhood@wc.com
wsnyderwine@wc.com
mpetersen@wc.com

Attorneys for SPS Technologies, LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SPS TECHNOLOGIES, LLC
d/b/a/ PB FASTENERS,

Plaintiff,

v.

BRILES AEROSPACE, INC.,
MICHAEL BRILES, ROBERT
BRILES as an individual and as
Trustee of the ROB BRILES
REVOCABLE FAMILY TRUST
DATED MARCH 28, 1991,
RICHARD BRILES as an

Case No. 2:18-cv-09536-MWF-AS

SECOND AMENDED COMPLAINT

**1. VIOLATION OF DEFEND TRADE
SECRETS ACT
2. VIOLATION OF CALIFORNIA
UNIFORM TRADE SECRETS ACT
3. VIOLATION OF LANHAM ACT
4. VIOLATION OF CALIFORNIA
FALSE ADVERTISING LAW
5. VIOLATION OF CALIFORNIA
UNFAIR COMPETITION LAW**

1 individual and as Trustee of the
2 RICK AND KEANNA A. BRILES
3 FAMILY REVOCABLE TRUST
4 DATED DECEMBER 12, 1990,
5 HI-SHEAR CORP., LISI
6 AEROSPACE NORTH
7 AMERICA, INC., LISI
8 AEROSPACE CANADA CORP.,
9 BLANC AERO INDUSTRIES
10 SAS, SPACE-LOK, INC., and
11 MONTGOMERY MACHINE
12 CO., INC.,

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Defendants.

**6. INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS**
**7. INTENTIONAL INTERFERENCE
WITH PROSPECTIVE BUSINESS
RELATIONS**
8. BREACH OF CONTRACT
**9. INTENTIONAL
MISREPRESENTATION**
10. CONCEALMENT
DEMAND FOR JURY TRIAL

1 Plaintiff SPS Technologies, LLC d/b/a PB Fasteners (“PB Fasteners” or
2 “Plaintiff”), by and through its attorneys, and for its Second Amended Complaint
3 against Briles Aerospace, Inc. (“Briles Aerospace”), Michael Briles, Robert Briles (as
4 an individual and as the Trustee of the Rob Briles Revocable Family Trust dated
5 March 28, 1991), Richard Briles (as an individual and as the Trustee of the Rick and
6 Keanna A. Briles Family Revocable Trust dated December 12, 1990), HI-SHEAR
7 Corp., Lisi Aerospace North America, Inc. (together with HI-SHEAR Corp., “Lisi
8 USA”), Lisi Aerospace Canada Corp. (“Lisi Canada”), Blanc Aero Industries SAS
9 (“Lisi France”), Space-Lok, Inc. (“Space-Lok”), and Montgomery Machine Co., Inc.
10 (“Montgomery Machine”) (collectively, “Defendants”), hereby alleges as follows:

11 **I. INTRODUCTION**

12 1. PB Fasteners is a leader in the design and manufacture of high-strength
13 aerospace fasteners, with more than fifty years of experience in the industry. PB
14 Fasteners’ marquee product is the SLEEVbolt®, which is an advanced-concept
15 fastening system with critical applications in commercial and military aircraft. This
16 case arises from the wrongful acts of the Defendants pertaining to that SLEEVbolt®
17 system, which have resulted in trade secret misappropriation, false advertisement,
18 unfair competition, intentional interference with contractual and prospective business
19 relations, breach of contract, intentional misrepresentation, and concealment.

20 2. The SLEEVbolt® system consists of a tapered bolt made of titanium or
21 nickel superalloy combined with a tapered stainless steel sleeve that the bolt slides
22 into. During the manufacturing process, the bolt is pushed partially into the sleeve
23 and the assembly is delivered to the customer in that state. This is referred to as the
24 semi-expanded state of the SLEEVbolt®.

25 3. During installation, the SLEEVbolt® is placed into a hole drilled through
26 the aircraft components that need to be joined together. The hole is drilled to precisely
27 match the outer diameter of the SLEEVbolt® in the semi-expanded state. The tapered
28 bolt is then driven fully through the sleeve, causing a precise amount of uniform

1 expansion throughout the sleeve. The expansion of the sleeve creates a uniform force,
2 referred to as interference, between the hole and the SLEEVbolt®.

3 4. The SLEEVbolt® system offers significant benefits over competing
4 aerospace fasteners. As one example, the SLEEVbolt® provides a uniform
5 interference fit with constant radial compression between the fastener and secured
6 aircraft components, which reduces structural fatigue. As another example, the
7 uniform expansion of the SLEEVbolt® provides critical lightning strike protection in
8 composite structures.

9 5. The tapered bolt and sleeve are made and assembled with confidential
10 and proprietary dimensions, formulae, and processes, which are essential to the proper
11 manufacture and functioning of the SLEEVbolt®. These dimensions, formulae, and
12 processes are not generally known or readily ascertainable.

13 6. PB Fasteners developed its confidential and proprietary dimensions,
14 formulae, and processes through many years of research and testing. This
15 development required significant engineering expertise, industry experience and
16 know-how, and investment of resources. PB Fasteners also was required to refine its
17 dimensions, formulae, and processes over time as it developed new models of the
18 SLEEVbolt®, including large-diameter SLEEVbolts® starting in 2013. Given the
19 value of this information, PB Fasteners has made extensive efforts to maintain its
20 secrecy.

21 7. The primary consumer of the SLEEVbolt® system is The Boeing
22 Company (“Boeing”), which has been a customer of PB Fasteners for more than forty
23 years. Boeing has contracted with PB Fasteners for the production of SLEEVbolts®
24 for Boeing’s composite 787 aircraft and has placed short-term purchase orders for the
25 production of SLEEVbolts® for Boeing’s composite 777X aircraft. The contract for
26 the 787 aircraft runs through December 31, 2021. As part of their contractual and
27 ongoing business relationship, PB Fasteners gave Boeing access to its proprietary
28 SLEEVbolt® information. Boeing required this information to be able to properly

1 inspect and approve the SLEEVbolts® and to integrate them into the aircraft assembly
2 process. PB Fasteners provided proprietary information to Boeing in documents
3 describing specific dimensions and processes; during in-person meetings and
4 telephone calls with Boeing engineers; and in conjunction with inspections conducted
5 by Boeing at PB Fasteners' factory. PB Fasteners communicated all proprietary
6 information to Boeing on the condition that the information would remain
7 confidential. Boeing understood that it had an obligation to maintain the
8 confidentiality of PB Fasteners' proprietary information.

9 8. In 2011, Plaintiff SPS Technologies, LLC purchased the assets of Paul
10 R. Briles d/b/a PB Fasteners, which included the proprietary information and trade
11 secrets necessary to make the SLEEVbolt®. For several years after the acquisition,
12 Plaintiff was the exclusive manufacturer of SLEEVbolts® for Boeing.

13 9. Before Plaintiff's acquisition of the assets of PB Fasteners, Robert Briles
14 was the President of PB Fasteners, and Michael Briles worked as its Director of Sales
15 and Marketing. In conjunction with their employment at PB Fasteners after the asset
16 acquisition, Robert and Michael Briles each entered into confidentiality agreements
17 with Plaintiff. Shortly after the asset acquisition, Michael Briles left PB Fasteners
18 and founded Briles Aerospace. Initially, Briles Aerospace manufactured and
19 provided only standard products and services for the aerospace industry. When
20 standard products and services failed to yield sufficient profits, however, Briles
21 Aerospace began working to misappropriate the SLEEVbolt®. Robert Briles was a
22 principal facilitator and financier of these efforts.

23 10. To develop a copy of the SLEEVbolt®, Briles Aerospace relied on PB
24 Fasteners' confidential, proprietary, and trade secret information, which Briles
25 Aerospace acquired and used through improper means. As one example, Briles
26 Aerospace obtained PB Fasteners' confidential, proprietary, and trade secret
27 information from former PB Fasteners employees with detailed knowledge of that
28 information, including Michael Briles, Robert Briles, and others. These employees

1 were subject to confidentiality agreements that prohibited the disclosure or use of PB
2 Fasteners' confidential, proprietary, and trade secret information. As another
3 example, Briles Aerospace began to work with Boeing to obtain qualifications to
4 produce the SLEEVbolt®. In doing so, Briles Aerospace gained access to PB
5 Fasteners' trade secret and proprietary information through documents exchanged
6 with Boeing, as well as through in-person meetings and telephone calls with
7 representatives from Boeing. As a result of this improper conduct, Briles Aerospace
8 was able to qualify to produce the SLEEVbolt® in far less time than would have been
9 possible without PB Fasteners' confidential, proprietary, and trade secret information.
10 Indeed, Briles Aerospace lacked the capital and independent manufacturing expertise
11 to re-create the SLEEVbolt® when it began its efforts to qualify with Boeing.

12 11. Lisi USA, Lisi Canada, and Lisi France (collectively, "Lisi Aerospace")
13 also misappropriated PB Fasteners' trade secret information related to the
14 SLEEVbolt®. Like Briles Aerospace, Lisi Aerospace acquired PB Fasteners' trade
15 secrets through improper means to develop its copy of the SLEEVbolt®. As one
16 example, Lisi Aerospace gained access to these trade secrets through a former
17 employee of Plaintiff, Larry Kline, who had detailed knowledge of that information.
18 Mr. Kline was subject to a confidentiality agreement that prohibited the disclosure or
19 use of Plaintiff's confidential, proprietary, and trade secret information. As another
20 example, Lisi Aerospace began to work with Boeing to obtain qualifications to
21 produce the SLEEVbolt® through a process similar to the process that Briles
22 Aerospace had pursued with Boeing to develop its copy of the SLEEVbolt®. During
23 this qualification process, [REDACTED]

24 [REDACTED]
25 [REDACTED] [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 12. Space-Lok and Montgomery Machine also misappropriated PB
6 Fasteners' trade secrets to develop a copy of the SLEEVbolt®. Like Briles Aerospace
7 and Lisi Aerospace, Space-Lok and Montgomery Machine obtained these trade
8 secrets through the qualification process with Boeing. [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 13. Briles Aerospace and Lisi Aerospace were able to qualify to produce the
27 SLEEVbolt® for Boeing only because they acquired PB Fasteners' trade secret
28 information through improper means and/or improperly used that information.

1 [REDACTED]
2 [REDACTED] only because they acquired PB Fasteners' trade secret
3 information through improper means and/or improperly used that information.

4 14. In September 2018, Boeing issued a new Request for Proposal ("RFP")
5 for a SLEEVbolt® with a minor machined "notch" on the head of the tapered bolt.
6 Before issuing this new RFP, Briles Aerospace and Lisi Aerospace had worked with
7 Boeing to develop the "notched" design revision, thereby encouraging Boeing to
8 breach its contractual obligations to PB Fasteners and interfering with Boeing and PB
9 Fasteners' ongoing and prospective contractual and business relations.

10 15. In connection with that RFP, Boeing disclosed to PB Fasteners for the
11 first time that it had qualified Briles Aerospace and Lisi Aerospace as additional
12 manufacturers of the SLEEVbolt®. Neither of these manufacturers could have
13 obtained the necessary qualifications without misappropriating PB Fasteners'
14 proprietary information. [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 16. Instead of promoting legitimate competition in the market for aerospace
18 fasteners, Briles Aerospace, Lisi Aerospace, Space-Lok, and Montgomery Machine
19 stole PB Fasteners' trade secrets. The trade secret and proprietary information stolen,
20 misused, and misappropriated by Defendants was the result of many years of
21 investment, research, and development. In response to Defendants' misconduct, PB
22 Fasteners brings this Complaint to prevent any further misuse of its proprietary
23 information, to prevent Defendants from undermining its business and reputation, and
24 to obtain compensation for its damages and for Defendants' unjust enrichment
25 resulting from their unlawful conduct.

26 **II. PARTIES**

27 17. SPS Technologies, LLC is a limited liability company organized and
28 existing under the laws of Pennsylvania. Its principal place of business is at 4650 SW

1 Macadam Ave., Portland, Oregon 97239. As set forth below, SPS Technologies, LLC
2 owns all of the proprietary, confidential, and trade secret information that Defendants
3 misappropriated. SPS Technologies, LLC owns and operates a manufacturing facility
4 at 1700 W. 132nd St., Gardena, California 90249, under the name PB Fasteners.

5 18. Briles Aerospace, Inc. is a California corporation with its principal place
6 of business at 1559 West 135th St., Gardena, California 90249.

7 19. Michael Briles is a resident, domiciliary, and citizen of California.
8 Michael Briles is the founder and President of Briles Aerospace, Inc., the nephew of
9 Robert Briles, and the son of Richard Briles. Before founding Briles Aerospace, Inc.,
10 Michael Briles was an employee of PB Fasteners.

11 20. Robert Briles is a resident, domiciliary, and citizen of California. He is
12 the former President of PB Fasteners, the uncle of Michael Briles, and the brother of
13 Richard Briles. Robert Briles is the Trustee of the Rob Briles Revocable Family Trust
14 dated March 28, 1991.

15 21. Richard Briles is a resident, domiciliary, and citizen of California. He is
16 a former Director of PB Fasteners, the father of Michael Briles, and the brother of
17 Robert Briles. He is the Trustee of the Rick and Keanna A. Briles Family Revocable
18 Trust dated December 12, 1990.

19 22. HI-SHEAR Corp. is a Delaware corporation with its principal place of
20 business at 2600 Skypark Drive, Torrance CA 90509.

21 23. Lisi Aerospace North America, Inc. is a Delaware corporation with its
22 principal place of business at 2600 Skypark Drive, Torrance CA 90509.

23 24. Lisi Aerospace Canada Corp. is a Canadian company with its principal
24 place of business at 2000 Place Transcanadienne, Dorval, Quebec, H9P 2X5, Canada.

25 25. Blanc Aero Industries SAS is a French company with its principal place
26 of business at 45/52 Quai de la Râpée, 75012 Paris 12, France.

27 26. Space-Lok, Inc. is a California corporation with its principal place of
28 business at 6300 Ridglea Place Suite 914, Fort Worth TX 76116. Space-Lok, Inc.

owns and operates a manufacturing facility at 13306 Halldale Ave., Gardena CA 90249.

27. Montgomery Machine Co., Inc. is a Texas corporation with its principal place of business at 1005 Mae Drive, Houston TX 77015.

III. JURISDICTION AND VENUE

28. The Court has subject matter jurisdiction over PB Fasteners' federal trade secret claims pursuant to 18 U.S.C. §§ 1836 *et seq.* and 28 U.S.C. § 1331. The Court has subject matter jurisdiction over PB Fasteners' federal Lanham Act claim pursuant to 15 U.S.C. §§ 1051 *et seq.* and 28 U.S.C. § 1331. The Court has supplemental jurisdiction over the state law claims alleged in this Second Amended Complaint pursuant to 28 U.S.C. § 1367.

29. The Court has personal jurisdiction over Briles Aerospace because Briles Aerospace resides in California and/or does business in California.

30. The Court has personal jurisdiction over Michael Briles because he is a resident, domiciliary, and citizen of California, and/or because he does business in California.

31. The Court has personal jurisdiction over Robert Briles (as an individual and as the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) because he is a resident, domiciliary, and citizen of California, and/or because he has done business in California.

32. The Court has personal jurisdiction over Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated December 12, 1990) because he is a resident, domiciliary, and citizen of California, and/or because he has done business in California.

33. The Court has personal jurisdiction over HI-SHEAR Corp. because HI-SHEAR Corp. resides in California and/or does business in California.

1 34. The Court has personal jurisdiction over Lisi Aerospace North America,
2 Inc. because Lisi Aerospace North America, Inc. resides in California and/or does
3 business in California.

4 35. The Court has personal jurisdiction over Lisi Aerospace Canada Corp.
5 because Lisi Aerospace Canada Corp. has committed and continues to commit acts of
6 misappropriation in violation of 18 U.S.C. §§ 1836 *et seq.* and, upon information and
7 belief, ships infringing products into the State of California, including this District.
8 The acts of Lisi Aerospace Canada Corp. cause deliberate injury to PB Fasteners
9 within this District. Upon information and belief, Lisi Aerospace Canada Corp.
10 derives substantial financial benefit from the shipment of infringing products within
11 this District and expects its actions to have consequences within this District.

12 36. The Court has personal jurisdiction over Blanc Aero Industries SAS
13 because Blanc Aero Industries SAS has committed and continues to commit acts of
14 misappropriation in violation of 18 U.S.C. §§ 1836 *et seq.* and, upon information and
15 belief, ships infringing products into the State of California, including this District.
16 The acts of Blanc Aero Industries SAS cause deliberate injury to PB Fasteners within
17 this District. Upon information and belief, Blanc Aero Industries SAS derives
18 substantial financial benefit from the shipment of infringing products within this
19 District and expects its actions to have consequences within this District.

20 37. The Court has personal jurisdiction over Space-Lok, Inc. because Space-
21 Lok, Inc. resides in California and/or does business in California.

22 38. The Court has personal jurisdiction over Montgomery Machine Co., Inc.
23 because, upon information and belief, Montgomery Machine Co., Inc. has committed
24 and continues to commit acts of misappropriation in violation of 18 U.S.C. §§ 1836
25 *et seq.* and ships infringing products into the State of California, including this
26 District. The acts of Montgomery Machine Co., Inc. cause deliberate injury to PB
27 Fasteners within this District. Upon information and belief, Montgomery Machine
28

1 Co., Inc. derives substantial financial benefit from the shipment of infringing products
2 within this District and expects its actions to have consequences within this District.

3 39. Venue is proper within this District under 28 U.S.C. § 1391(b) and (c)
4 because a substantial part of the events or omissions giving rise to the claims alleged
5 in this Second Amended Complaint occurred in this judicial district and because Lisi
6 Aerospace Canada Corp. and Blanc Aero Industries SAS are not resident in the United
7 States.

8 **IV. FACTUAL ALLEGATIONS**

9 **A. PB Fasteners Develops the SLEEVbolt® System.**

10 40. PB Fasteners specializes in the manufacture of high-strength aerospace
11 fasteners. The company was founded in 1967, and now maintains a 100,000 square
12 foot manufacturing facility in Gardena, California, where it has about 250 employees.

13 41. Aerospace fasteners are subject to demanding specifications relating to
14 temperature, corrosion, weight, geometry, fatigue, and conductivity. As a result, the
15 aerospace fastener industry requires significant engineering expertise.

16 42. PB Fasteners is a leader in the design and manufacture of high-strength
17 aerospace fasteners.

18 43. One of the earliest inventions covered by a PB Fasteners trademark was
19 the Taper-Lok®, which is an integrated fastening system used specifically for
20 applications requiring precise levels of interference fit between the bolt and the
21 materials being joined.

22 44. The Taper-Lok® system is comprised of a tapered, conical-shank
23 fastener, which is installed into a precision tapered hole. The interference fit between
24 the Taper-Lok® and the tapered hole induces static radial compression.

25 45. The benefit of the Taper-Lok® system is that it effectively reduces
26 fatigue and enhances the life of the joint. The requirement of drilling a precisely
27
28

1 tapered hole to exact dimensions requires additional expertise and cost during aircraft
2 assembly.

3 46. PB Fasteners developed the SLEEVbolt® system to capture the benefits
4 of the Taper-Lok® system without incurring the additional cost at installation.

5 47. The SLEEVbolt® system is an advanced-concept fastening system with
6 critical applications in commercial and military aircraft. The SLEEVbolt® system
7 combines a tapered bolt made of titanium or nickel superalloy with a stainless steel
8 sleeve.

9 48. Because the SLEEVbolt® is delivered in a semi-expanded state and the
10 outside diameter of the sleeve is straight, not tapered, the assembly process is easier
11 and less expensive than the Taper-Lok® system. With the SLEEVbolt® system the
12 assembler can drill a straight hole instead of a tapered hole. Because the diameter of
13 that straight hole is very close to the outer diameter of the sleeve in its semi-expanded
14 state, the assembler simply drops the SLEEVbolt® into the hole and drives the bolt
15 the rest of the way into the sleeve, which expands the outer diameter of the sleeve to
16 create the exact amount of necessary radial compression and interference between the
17 SLEEVbolt® and the components that it joins.

18 49. For the SLEEVbolt® system to function properly, the outer diameter of
19 the sleeve must expand in a precise, uniform, and consistent way as the bolt is fully
20 driven into the sleeve. The dimensions, formulae, and processes for manufacturing
21 and assembling the bolt and sleeve that were developed by PB Fasteners are necessary
22 to make that expansion happen correctly in the SLEEVbolt® system.

23 50. The SLEEVbolt® comes in two forms: a protruding head version, used
24 to fasten structural components such as the wing box of the aircraft, and a flush head
25 version, used to fasten surface components such as the skins to the wings of the
26 aircraft.

27 51. The SLEEVbolt® system offers significant benefits over competing
28 aerospace fasteners:

- a. It provides a uniform interference fit with radial compression between the fastener and secured aircraft components, which reduces structural fatigue at the joint;
- b. It provides critical lightning strike protection in composite structures by ensuring that there are no gaps in the conductive electrical circuits of the aircraft;
- c. It provides superior joint strength through more even load distribution, thus requiring fewer fasteners than conventional methods; and
- d. It does not delaminate composite structures.

52. The tapered bolt and sleeve are made and assembled with confidential and proprietary dimensions, formulae, and processes, which are essential to the proper manufacture and functioning of the SLEEVbolt® system.

53. These confidential and proprietary dimensions, formulae, and processes are not generally known or readily ascertainable.

54. PB Fasteners developed its dimensions, formulae, and processes through many years of research and testing, which required significant engineering expertise, the invention of manufacturing tools and machinery, recruitment and training of specialized employees, investment in certifications, and industry experience and know-how.

55. PB Fasteners has made extensive efforts to maintain the secrecy of its proprietary information. These efforts include training employees in the protection of corporate secrecy, requiring employees to sign confidentiality agreements, limiting access to proprietary dimensions, formulae, and processes, and performing exit interviews with departing employees.

56. Although PB Fasteners has disclosed some of its proprietary dimensions, formulae, and processes to authorized business customers, vendors, or licensees, it has informed recipients of such information that the information is proprietary, has

1 required recipients of such information to maintain its confidentiality, and the
2 recipients of such information have understood that they must maintain the
3 confidentiality of this information.

4 **B. Boeing Depends on the SLEEVbolt® System.**

5 57. PB Fasteners has been a major supplier of aerospace fasteners to Boeing
6 for more than forty years.

7 58. The relationship between PB Fasteners and Boeing assumed greater
8 significance with the development of composite aircraft in the late 2000s. Unlike
9 conventional metal airframes that readily conduct electricity, composite aircraft
10 require the manufacturer to engineer conductive electrical circuits to withstand
11 lightning strikes. The SLEEVbolt® system plays an important role in ensuring
12 lightning strike protection for Boeing's composite 787 and 777X aircraft.

13 59. Boeing and PB Fasteners operate under a contract that requires Boeing
14 to purchase 90% of the SLEEVbolt® requirements for its 787 aircraft from PB
15 Fasteners through December 31, 2021.

16 60. Before September 2018, no other manufacturer of aerospace fasteners
17 had ever supplied SLEEVbolts® to Boeing without first obtaining a license to use PB
18 Fasteners' proprietary information.

19 61. As part of its relationship with PB Fasteners, Boeing has required that it
20 be allowed to "qualify" PB Fasteners by visiting its facilities to verify that the
21 facilities and its processes are adequate. Boeing representatives performed in-person
22 inspections at PB Fasteners, where they had access to PB Fasteners' confidential and
23 proprietary dimensions and processes.

24 62. In addition, in connection with qualifications of specific fasteners,
25 including SLEEVbolts®, Boeing has required the exchange of part specification
26 documents with PB Fasteners. Such documents include PB Fasteners' confidential
27 and proprietary dimensions and processes.
28

1 63. Although PB Fasteners has provided Boeing access to its dimensions and
2 processes, PB Fasteners has insisted that such information is proprietary and must
3 remain confidential, PB Fasteners and Boeing have contractually agreed to maintain
4 the confidentiality of such information, and Boeing has understood that it must
5 maintain the confidentiality of such information.

6 **C. SPS Jenkintown Is Unable to Re-create the SLEEVbolt® System.**

7 64. In the 2000s, Boeing recognized that the SLEEVbolt® system was
8 critical to its manufacture of composite aircraft. As a result, Boeing identified SPS
9 Jenkintown as a potential SLEEVbolt® manufacturer to diversify its supply chain.

10 65. SPS Jenkintown is a premier manufacturer of high-strength aerospace
11 fasteners with nearly a century of engineering experience and industry know-how.

12 66. PB Fasteners granted SPS Jenkintown a license to use its proprietary
13 information, including specifically its trade secrets. PB Fasteners also provided SPS
14 Jenkintown with in-person training and support as it attempted to manufacture the
15 SLEEVbolt® system. Those efforts lasted for more than eighteen months.

16 67. Despite SPS Jenkintown's extensive engineering expertise, industry
17 know-how, and access to PB Fasteners' proprietary information, it was unable to
18 consistently manufacture the SLEEVbolt® system for Boeing using its own parts.
19 Instead, Jenkintown could consistently manufacture the SLEEVbolt® system for
20 Boeing only by purchasing the sleeves from PB Fasteners, which SPS Jenkintown
21 continued to do for the duration of its license.

22 **D. Plaintiff Purchases the SLEEVbolt® System, and Briles Aerospace**
23 **Steals It Back.**

24 68. SPS Technologies, LLC purchased the assets of Paul R. Briles, Inc. d/b/a
25 PB Fasteners in October 2011.

26 69. Before the acquisition, Robert Briles was the President of, and a
27 shareholder in, PB Fasteners for many years. As a result, Robert Briles had access to,
28 and detailed knowledge of, all of PB Fasteners' confidential and proprietary

1 information, including without limitation the trade secret dimensions, formulae, and
2 processes that are essential to the manufacture of the SLEEVbolt®.

3 70. During the negotiations for the acquisition of Paul R. Briles, Inc.’s assets
4 by SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc.
5 represented to SPS Technologies, LLC that Paul R. Briles, Inc. owned trade secrets,
6 including specifically the processes used in the manufacture of the SLEEVbolt®
7 system. Robert Briles made this representation on behalf of, and as authorized by,
8 the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as an
9 individual and as the Trustee of the Rob Briles Revocable Family Trust dated March
10 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick and
11 Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert Briles
12 made this representation to Plaintiff, among other occasions, on June 7, 2011 during
13 a teleconference with counsel for Plaintiff, counsel for Paul R. Briles, Inc., and
14 representatives of the Federal Trade Commission.

15 71. In the Asset Purchase Agreement (“APA”) with SPS Technologies, LLC,
16 the Directors and shareholders of Paul R. Briles, Inc. further represented (i) that Paul
17 R. Briles, Inc.’s intellectual property rights included trade secrets, *see, e.g.*, APA
18 definition of Intellectual Property Rights, (ii) that Paul R. Briles, Inc. owned such
19 trade secrets free and clear, *see, e.g.*, APA Section 4.8.1, (iii) that Paul R. Briles, Inc.
20 was aware of no improper use of such trade secrets by others, *see, e.g.*, APA Section
21 4.8.3, and (iv) that the assets acquired by SPS Technologies, LLC included all such
22 trade secrets, *see, e.g.*, APA Section 2.1.5. Robert Briles made this representation on
23 behalf of, and as authorized by, the Directors and shareholders of Paul R. Briles, Inc.,
24 including Robert Briles (as an individual and as the Trustee of the Rob Briles
25 Revocable Family Trust dated March 28, 1991) and Richard Briles (as an individual
26 and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated
27 December 12, 1990). Robert Briles made this representation to Plaintiff, among other
28

1 occasions, on May 4, 2011 (the date of the APA), September 27, 2011 (the date of
2 Amendment No. 1 to the APA), and October 4, 2011 (the APA closing date).

3 72. During this litigation, in Robert Briles's Responses (served June 28,
4 2019) to Plaintiff's First Set of Interrogatories, Robert Briles asserted that he has no
5 knowledge of confidential, proprietary, and/or trade secret information relating to the
6 SLEEVbolt® that was sold or transferred by Paul R. Briles, Inc. to SPS Technologies,
7 LLC in connection with the APA. Thus, in effect, Robert Briles now asserts that,
8 before the APA, Paul R. Briles, Inc. did not own the trade secret dimensions,
9 formulae, and processes that Plaintiff has identified in this lawsuit and/or that such
10 dimensions, formulae, and processes are not trade secret or proprietary information.
11 This assertion is false.

12 73. If Robert Briles's assertion is correct—and Plaintiff maintains that it is
13 clearly false—then, in the alternative, (i) the representation of the Directors and
14 shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as
15 the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and
16 Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles
17 Family Revocable Trust dated December 12, 1990), that Paul R. Briles, Inc. owned
18 trade secrets was false; (ii) the Directors and shareholders of Paul R. Briles, Inc. knew
19 that the representation that Paul R. Briles, Inc. owned trade secrets was false when
20 they made it, or they made such representation recklessly and without regard for its
21 truth; (iii) the Directors and shareholders of Paul R. Briles, Inc. intended that Plaintiff
22 rely on the representation that Paul R. Briles, Inc. owned trade secrets when Plaintiff
23 entered into, amended, and closed on the APA; and (iv) Plaintiff reasonably relied on
24 the representation that Paul R. Briles, Inc. owned trade secrets when Plaintiff entered
25 into, amended, and closed on the APA.

26 74. In addition, if Robert Briles's assertion is correct—and again Plaintiff
27 maintains that it is clearly false—then in the alternative, (i) the Directors and
28 shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as

1 the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and
2 Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles
3 Family Revocable Trust dated December 12, 1990), intentionally failed to disclose to
4 Plaintiff that Paul R. Briles, Inc. did not own trade secrets relating to the SLEEVbolt®
5 and/or did not take reasonable measures to protect the secrecy of its trade secrets, such
6 that the representation about Paul R. Briles, Inc.'s ownership of trade secrets was
7 deceptive; (ii) Plaintiff could not have discovered this material information, which
8 was in the exclusive control of Paul R. Briles, Inc., Robert Briles, and Richard Briles;
9 (iii) Plaintiff did not know that Paul R. Briles, Inc. did not own trade secrets relating
10 to the SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy
11 of its trade secrets when Plaintiff entered into, amended, or closed on the APA; (iv)
12 the Directors and shareholders of Paul R. Briles, Inc. intended to deceive Plaintiff by
13 concealing that Paul R. Briles, Inc. did not own trade secrets relating to the
14 SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy of its
15 trade secrets when Plaintiff entered into, amended, and closed on the APA; and (v)
16 had Plaintiff known that Paul R. Briles, Inc. did not own trade secrets relating to the
17 SLEEVbolt® and/or had not taken reasonable measures to protect the secrecy of its
18 trade secrets, Plaintiff reasonably would not have entered into, amended, or closed on
19 the APA.

20 75. Plaintiff paid Paul R. Briles, Inc. [REDACTED] for its assets pursuant to
21 the APA (benefitting the former Directors and shareholders of Paul R. Briles, Inc.,
22 including Robert Briles and Richard Briles). This purchase price could not be
23 justified by the value of Paul R. Briles, Inc.'s non-trade secret assets or its non-
24 SLEEVbolt® sales at the time of the APA. To the contrary, at that purchase price,
25 Plaintiff understood, and was led to believe by the Directors and shareholders of Paul
26 R. Briles, Inc., that Paul R. Briles, Inc. possessed, had maintained, and was
27 transferring valuable trade secrets relating to the SLEEVbolt®.

1 76. In consideration for the purchase of the assets of Paul R. Briles, Inc.,
2 Robert Briles was party to the APA, which is valid and enforceable.

3 77. In Paragraph 6.6.5 of the APA, Robert Briles agreed to “keep
4 confidential . . . all non-public information relating to the Acquired Business, the
5 Acquired Assets [including all trade secrets and other proprietary rights] and Assumed
6 Liabilities, unless and to the extent that (i) the aforementioned information becomes
7 known or available for use by the public other than as a result of disclosure by . . .
8 [Robert Briles], (ii) any disclosure is . . . required by Law . . . or (iii) any disclosure
9 is requested or otherwise made in connection with Tax Returns, or pursuing and
10 defending claims”

11 78. SPS Technologies, LLC performed all material terms required under the
12 APA.

13 79. On information and belief, Robert Briles shared, disclosed, revealed,
14 used, and/or utilized PB Fasteners’ confidential and proprietary information with
15 Michael Briles and Briles Aerospace in violation of the APA.

16 80. In consideration for his employment by PB Fasteners after the assets
17 were acquired by SPS Technologies, LLC, Robert Briles entered into a valid and
18 enforceable Employee Patent & Confidentiality Agreement (“Employee Agreement”)
19 with PB Fasteners in September 2011.

20 81. In Paragraph 5 of the Employee Agreement, Robert Briles agreed “[n]ot
21 to disclose directly or indirectly, publish or in any other way reveal to any
22 unauthorized person at any time during or subsequent to [his] employment, or to
23 utilize subsequent to [his] employment by the Company any knowledge not already
24 available to the public respecting the Company’s Inventions or other private or
25 confidential matters of the Company and its business acquired or developed by [him]
26 during the course of [his] employment, without first obtaining the Company’s
27 permission in a writing signed on behalf of the Company by its President.”
28

1 82. In Paragraph 6 of the Employee Agreement, Robert Briles also agreed
2 that on leaving PB Fasteners, he would “promptly hand over all drawings and copies
3 thereof, tables, notes, notebooks, correspondence and other written, printed or
4 photographed material in [his] possession or control relating to . . . private or
5 confidential matters of the Company and its business, and not retain any such
6 document or writing.”

7 83. In Paragraph 8 of the Employee Agreement, Robert Briles also agreed
8 (a) “to hold [PB Fasteners’] Confidential Information in strict confidence, (b) not to
9 disclose the Confidential Information to any person (other than in the regular business
10 of the Company), and (c) not to use, directly or indirectly, any of the Confidential
11 Information for any purpose other than on behalf of the Company.”

12 84. In Paragraph 11 of the Employee Agreement, Robert Briles also agreed
13 “that the Company possesses a proprietary interest in all of the information described
14 [] herein and the Company has the exclusive right and privilege to use, protect by
15 copyright, patent or trademark, or otherwise exploit the processes, ideas and concepts
16 described therein to the exclusion of [him]”

17 85. PB Fasteners performed all material terms required under the Employee
18 Agreement.

19 86. Robert Briles retained PB Fasteners’ confidential and proprietary
20 information in violation of the Employee Agreement.

21 87. On information and belief, Robert Briles shared, disclosed, revealed,
22 used, and/or utilized PB Fasteners’ confidential and proprietary information with
23 Michael Briles and Briles Aerospace in violation of the Employee Agreement.

24 88. On information and belief, Briles Aerospace is using PB Fasteners’
25 confidential and proprietary information that it obtained from Robert Briles to
26 manufacture SLEEVbolts®.

27 89. In May 2011, Michael Briles was PB Fasteners’ Director of Sales and
28 Marketing. In consideration for his employment by PB Fasteners, Michael Briles

1 entered into a valid and enforceable Employee Patent & Confidentiality Agreement
2 (“Employee Agreement”) with PB Fasteners in September 2011.

3 90. In Paragraph 5 of the Employee Agreement, Michael Briles agreed “[n]ot
4 to disclose directly or indirectly, publish or in any other way reveal to any
5 unauthorized person at any time during or subsequent to [his] employment, or to
6 utilize subsequent to [his] employment by the Company any knowledge not already
7 available to the public respecting the Company’s Inventions or other private or
8 confidential matters of the Company and its business acquired or developed by [him]
9 during the course of [his] employment, without first obtaining the Company’s
10 permission in a writing signed on behalf of the Company by its President.”

11 91. In Paragraph 6 of the Employee Agreement, Michael Briles also agreed
12 that on leaving PB Fasteners, he would “promptly hand over all drawings and copies
13 thereof, tables, notes, notebooks, correspondence and other written, printed or
14 photographed material in [his] possession or control relating to . . . private or
15 confidential matters of the Company and its business, and not retain any such
16 document or writing.”

17 92. In Paragraph 8 of the Employee Agreement, Michael Briles also agreed
18 (a) “to hold [PB Fasteners’] Confidential Information in strict confidence, (b) not to
19 disclose the Confidential Information to any person (other than in the regular business
20 of the Company), and (c) not to use, directly or indirectly, any of the Confidential
21 Information for any purpose other than on behalf of the Company.”

22 93. In Paragraph 11 of the Employee Agreement, Michael Briles also agreed
23 “that the Company possesses a proprietary interest in all of the information described
24 [] herein and the Company has the exclusive right and privilege to use, protect by
25 copyright, patent or trademark, or otherwise exploit the processes, ideas and concepts
26 described therein to the exclusion of [him]”

27 94. PB Fasteners performed all material terms required under the Employee
28 Agreement.

1 95. Shortly after the acquisition of the assets of PB Fasteners, Michael Briles
2 left the company and later founded Briles Aerospace.

3 96. In violation of the Employee Agreement, Michael Briles retained PB
4 Fasteners' confidential and proprietary information, [REDACTED] [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 97. Michael Briles shared, disclosed, revealed, used, and/or utilized PB
9 Fasteners' confidential and proprietary information with Briles Aerospace, Robert
10 Briles, and others in violation of the Employee Agreement.

11 98. Briles Aerospace is using PB Fasteners' confidential and proprietary
12 information that it obtained from Michael Briles to manufacture SLEEVbolts®.

13 99. Briles Aerospace initially manufactured and provided only standard
14 products and services for the aerospace industry. At this time, Briles Aerospace
15 lacked the capital, manpower, and manufacturing expertise to develop a copy of the
16 SLEEVbolt®.

17 100. When standard products and services failed to yield sufficient profits,
18 however, Briles Aerospace began working to misappropriate the SLEEVbolt®.

19 101. To develop a copy of the SLEEVbolt®, Briles Aerospace relied on
20 former PB Fasteners employees, including Michael Briles, Robert Briles, and
21 multiple others.

22 102. Each of these former employees had detailed knowledge of PB
23 Fasteners' proprietary information, as well as PB Fasteners' contractual and ongoing
24 business relationship with Boeing. These former employees are using PB Fasteners'
25 confidential and proprietary information to manufacture SLEEVbolts® for Briles
26 Aerospace.

27 103. Consistent with PB Fasteners' standard practice, each of the former
28 employees signed a confidentiality agreement in which they agreed they would not

1 disclose any proprietary information outside PB Fasteners and that they would not use
2 any proprietary information except as necessary in connection with their work for PB
3 Fasteners.

4 104. Briles Aerospace also acquired PB Fasteners' trade secret information
5 through improper means during the qualification process with Boeing.

6 105. The qualification process required Briles Aerospace to complete two
7 steps. First, it had to qualify its facilities. On information and belief, Briles Aerospace
8 received PB Fasteners' proprietary information during this qualification process
9 through documents exchanged with Boeing, as well as through in-person visits and
10 inspections and telephone calls with the same Boeing representatives who previously
11 had gained access to the confidential, proprietary, and trade secret information of PB
12 Fasteners (including Joseph Hinton and Todd Hubbell).

13 106. Second, Briles Aerospace had to qualify its manufacture of the
14 SLEEVbolt®. On information and belief, Briles Aerospace also received PB
15 Fasteners proprietary information during this qualification.

16 107. Briles Aerospace was able to obtain these qualifications from Boeing
17 only by acquiring and/or using PB Fasteners' proprietary information through
18 improper means. Briles Aerospace does not have a license from PB Fasteners to use
19 its proprietary information.

20 108. Briles Aerospace has attempted, and continues to attempt, to conceal its
21 misappropriation. As one example, Michael Briles has claimed that [REDACTED]

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 109. As another example, [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 110. For several years after Briles Aerospace was founded, it provided only
11 standard products and services for the aerospace industry. During the qualification
12 process, however, Briles Aerospace claims that it reorganized its business to sell
13 SLEEVbolts® to Boeing and that such sales are now Briles Aerospace's only source
14 of revenue. On information and belief, Briles Aerospace made such significant
15 changes only because it had taken deliberate steps to cause a disruption in the
16 contractual and ongoing business relationship between Boeing and PB Fasteners,
17 including by agreeing to sell SLEEVbolts® to Boeing in violation of Boeing's
18 contract with PB Fasteners and by working with and encouraging Boeing to breach
19 its contractual obligations to PB Fasteners.

20 **E. Lisi Aerospace Steals the SLEEVbolt®.**

21 111. To develop a copy of the SLEEVbolt®, Lisi Aerospace gained improper
22 access to Plaintiff's trade secret information from Larry Kline, who had worked
23 previously at SPS Jenkintown. Mr. Kline was SPS Jenkintown's Director of Quality
24 before taking a position with Lisi USA in 2016. During his employment at SPS
25 Jenkintown, Mr. Kline worked extensively on SPS Jenkintown's qualification to
26 manufacture SLEEVbolts® for Boeing, and thus had detailed knowledge of PB
27 Fasteners' trade secrets. [REDACTED]

28 [REDACTED]

1 [REDACTED] Mr. Kline was subject to a
2 confidentiality agreement that prohibited the disclosure or use of Plaintiff's
3 confidential, proprietary, and trade secret information. Lisi Aerospace also acquired
4 PB Fasteners' trade secret information through improper means during the
5 qualification process with Boeing. On information and belief, Lisi Aerospace
6 received PB Fasteners' proprietary information during this qualification process
7 through documents exchanged with Boeing, as well as through in-person visits and
8 inspections and telephone calls with the same Boeing representatives who had gained
9 access to the confidential, proprietary, and trade secret information of PB Fasteners
10 and who also had worked to qualify Briles Aerospace (including Joseph Hinton and
11 Todd Hubbell).

12 112. [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 113. Lisi Aerospace was able to qualify to produce SLEEVbolts® for Boeing
27 only by acquiring and/or using PB Fasteners' proprietary information through
28

1 improper means. Lisi Aerospace does not have a license from PB Fasteners to use its
2 proprietary information.

3 **F. Space-Lok and Montgomery Machine Steal the SLEEVbolt®.**

4 114. Like Briles Aerospace and Lisi Aerospace, Space-Lok and Montgomery
5 Machine acquired PB Fasteners' trade secret information through improper means
6 during the qualification process with Boeing. On information and belief, Space-Lok
7 and Montgomery Machine received PB Fasteners' proprietary information during this
8 qualification process through documents exchanged with Boeing, as well as through
9 in-person visits and inspections and telephone calls with the same Boeing
10 representatives who previously had gained access to the confidential, proprietary, and
11 trade secret information of PB Fasteners and who also had worked to qualify Briles
12 Aerospace and Lisi Aerospace (including Joseph Hinton and Todd Hubbell).

13 115. [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED] [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 116. [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 117. [REDACTED]

4 [REDACTED]

5 [REDACTED] [REDACTED]

6 [REDACTED] only because they acquired PB Fasteners' trade
7 secret information through improper means and/or improperly used that information.
8 Neither Space-Lok nor Montgomery Machine has a license from PB Fasteners to use
9 its proprietary information.

10 **G. Boeing Issues a New RFP for SLEEVbolts®.**

11 118. Boeing issued a new RFP for SLEEVbolts® on September 21, 2018.
12 The new RFP called for a minor revision to the protruding head SLEEVbolt® by
13 including a small machined "notch" in the head of the tapered bolt. The shape of the
14 head of the protruding bolt is irrelevant to the actual functioning of the SLEEVbolt®
15 because it plays no role in the sleeve expansion. The "notched" product is exactly the
16 same as the SLEEVbolt® produced for Boeing by PB Fasteners that does not contain
17 the notch, with the exception of one additional cut in the side of the bolt head. That
18 cut requires mere seconds of additional run time during the machining process.

19 119. PB Fasteners had no advance notice of the "notched" design revision,
20 despite the fact that PB Fasteners was the creator of the SLEEVbolt® and Boeing's
21 sole supplier at the time. Instead, Briles Aerospace and Lisi Aerospace worked with
22 Boeing to develop the "notched" design revision to encourage Boeing to breach its
23 contractual obligations to PB Fasteners and in interference with Boeing and PB
24 Fasteners' ongoing and prospective contractual and business relations.

25 120. Because the "notched" SLEEVbolt® is essentially the same as the
26 SLEEVbolt® that does not contain the notch, the work contemplated by the RFP
27 remains subject to Boeing's contract with PB Fasteners. As a result, Boeing is still
28 required to purchase 90% of its SLEEVbolt® requirements, including any "notched"

1 SLEEVbolt® requirements, for its 787 aircraft from PB Fasteners through December
2 31, 2021. Nevertheless, upon information and belief, Briles Aerospace has agreed to
3 sell more than 10% of Boeing's SLEEVbolt® requirements for Boeing's 787 aircraft,
4 using the "notched" design as a pretext for avoiding Boeing's contractual obligations
5 to PB Fasteners.

6 121. Briles Aerospace knew of the contractual and ongoing business
7 relationship between Boeing and PB Fasteners.

8 122. Briles Aerospace worked with and encouraged Boeing to issue the
9 "notched" SLEEVbolt® design as a pretext for placing orders for SLEEVbolts® with
10 alternate suppliers rather than under Boeing's existing contract with PB Fasteners.

11 123. On information and belief, Briles Aerospace intended its efforts with
12 Boeing to result in a disruption of the contractual and ongoing business relationship
13 between Boeing and PB Fasteners, and these efforts have caused an actual disruption
14 of that relationship.

15 124. In addition, PB Fasteners learned, for the first time, in connection with
16 the new RFP that it had qualified Briles Aerospace and Lisi Aerospace as two new
17 manufacturers of the SLEEVbolt®. Neither of these manufacturers could have
18 obtained the necessary qualifications without misappropriating PB Fasteners'
19 proprietary information.

20 125. [REDACTED]
21 [REDACTED]

22 [REDACTED] Before September 2018, neither Briles Aerospace nor Lisi Aerospace had
23 sold SLEEVbolts®.

24 126. Briles Aerospace and Lisi Aerospace were able to [REDACTED]
25 [REDACTED] only by acquiring and using PB Fasteners' proprietary
26 information through improper means.

27 127. Without improper acquisition and use of PB Fasteners' trade secret and
28 proprietary information, Briles Aerospace, Lisi Aerospace, Space-Lok, and

1 Montgomery Machine would not have been able to independently develop the
2 essential dimensions and processes given their respective level of expertise and
3 timeline for qualification. As noted above, SPS Jenkintown was unable to re-create
4 the SLEEVbolt® system for over eighteen months even though it had extensive
5 engineering expertise and industry know-how, in addition to a license for PB
6 Fasteners' proprietary information.

7 **H. Briles Aerospace Uses Misleading Advertising to Take Business from**
8 **PB Fasteners.**

9 128. PB Fasteners and Briles Aerospace are competitors in the aerospace
10 fastener market.

11 129. Briles Aerospace has maintained a website on which it has advertised its
12 products to consumers in the aerospace fasteners industry.

13 130. On this website, Briles Aerospace has made the following statement in
14 connection with the sale of its fasteners: "Briles companies have been valued
15 Manufacturers of High Strength Aerospace Fasteners for over half a century."

16 131. This statement is misleading and has the tendency to deceive a
17 substantial segment of its audience because it implies that Briles Aerospace has
18 existed in some form for over fifty years.

19 132. In reality, Briles Aerospace was founded in May 2012.

20 133. By implying that Briles Aerospace has existed in some form for over
21 fifty years, this statement misappropriates the industry reputation and goodwill of PB
22 Fasteners, which was owned by relatives of Michael Briles before its assets were
23 acquired by SPS Technologies, LLC.

24 134. PB Fasteners has no relation to Briles Aerospace or Michael Briles.

25 135. On information and belief, Briles Aerospace has made additional
26 advertisements that similarly imply that Briles Aerospace has existed in some form
27 for over fifty years.
28

1 136. Such advertisements are likely to influence the purchasing decision of
2 customers in the aerospace fastener market because they will believe that Briles
3 Aerospace has extensive engineering expertise and industry know-how.

4 137. On information and belief, Briles Aerospace made such statements for
5 the purpose of causing a disruption in the contractual and ongoing business
6 relationship between Boeing and PB Fasteners.

7 138. On information and belief, Boeing and other customers relied on such
8 statements in choosing to do business with Briles Aerospace rather than PB Fasteners,
9 which has resulted in a disruption in the contractual and ongoing business relationship
10 between Boeing and PB Fasteners.

11 **I. PB Fasteners Has Been, and Will Be, Severely Harmed by**
12 **Defendants' Wrongful Conduct.**

13 139. Defendants' wrongful conduct has caused PB Fasteners serious harm:

- 14 a. It has caused competitive injury to PB Fasteners by giving Briles
15 Aerospace, Lisi Aerospace, Space-Lok, and Montgomery
16 Machine an unfair head start in manufacturing the SLEEVbolt®
17 system;
- 18 b. It has caused competitive injury to PB Fasteners by diminishing
19 the value associated with exclusive manufacture of the
20 SLEEVbolt®;
- 21 c. It has reduced the value of the proprietary information by
22 diminishing its secrecy;
- 23 d. It has misappropriated the industry reputation and goodwill of PB
24 Fasteners;
- 25 e. It has resulted in Boeing diverting orders for SLEEVbolts® away
26 from PB Fasteners, which constitutes a disruption of the
27 contractual and ongoing business relationship between PB
28 Fasteners and Boeing;

1 f. It has resulted in breach of the contractual relationship between
2 Plaintiff, on the one hand, and Robert and Michael Briles, on the
3 other hand.

4 140. The misappropriation of PB Fasteners' trade secrets by Briles
5 Aerospace, Lisi Aerospace, Space-Lok, and Montgomery Machine will cause severe
6 and irreparable harm to PB Fasteners if these Defendants are not enjoined. As one
7 example, the SLEEVbolt® generates the vast majority of PB Fasteners' revenue. If
8 these Defendants are permitted to misappropriate PB Fasteners' trade secrets, it will
9 compel irreversible and highly detrimental changes to PB Fasteners' business. As
10 another example, PB Fasteners has preserved the secrecy of its proprietary
11 information for many years. If these Defendants are allowed to utilize this improperly
12 obtained proprietary information, there is a significant threat that the value of the trade
13 secrets would be destroyed altogether.

14 **FIRST CAUSE OF ACTION**

15 **Violation of Defend Trade Secrets Act,**

16 **18 U.S.C. §§ 1836 *et seq.***

17 **(Alleged against Briles Aerospace only)**

18 141. PB Fasteners incorporates all of the above paragraphs as though fully set
19 forth herein.

20 142. PB Fasteners owns and possesses certain confidential, proprietary, and
21 trade secret information, as alleged above. This information includes dimensions,
22 formulae, and processes that are essential to the proper manufacture and function of
23 the SLEEVbolt® system.

24 143. PB Fasteners' confidential, proprietary, and trade secret information
25 relates to products and services, including the SLEEVbolt®, that are used, sold,
26 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
27 or foreign commerce.
28

1 144. PB Fasteners' confidential, proprietary, and trade secret information
2 derives economic value from not being generally known to, and not being readily
3 ascertainable through proper means by, the public or other persons who could obtain
4 economic value from the disclosure or use of the information.

5 145. PB Fasteners has made reasonable efforts to maintain the confidentiality
6 and secrecy of its proprietary information. These efforts include training employees
7 in the protection of corporate secrecy, requiring employees to sign confidentiality
8 agreements, limiting access to proprietary information, and performing exit
9 interviews with departing employees.

10 146. In violation of PB Fasteners' rights, Briles Aerospace misappropriated
11 PB Fasteners' confidential, proprietary, and trade secret information through the
12 improper and unlawful means alleged herein, including (1) the recruitment and use of
13 current and former PB Fasteners employees with detailed knowledge of proprietary
14 information to re-create the SLEEVbolt®, and (2) the pursuit of qualifications from
15 Boeing to manufacture the SLEEVbolt® system. Briles Aerospace's
16 misappropriation of PB Fasteners' trade secret information was intentional, knowing,
17 willful, malicious, fraudulent, and oppressive. Briles Aerospace has attempted, and
18 continues to attempt, to conceal its misappropriation.

19 147. As a direct and proximate result of Briles Aerospace's conduct, PB
20 Fasteners has sustained and will continue to sustain significant harm and damages in
21 an amount to be proven at trial.

22 148. In addition, because PB Fasteners has sustained and will continue to
23 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
24 seeks preliminary and permanent injunctive relief to protect its confidential,
25 proprietary, and trade secret information and to protect other legitimate business
26 interests. Absent such relief, PB Fasteners will continue to suffer irreparable injury,
27 including in connection with the RFP issued by Boeing in September 2018.
28

1 149. PB Fasteners has been damaged by all of the foregoing and is entitled to
2 an award of exemplary damages and attorneys' fees.

3 **SECOND CAUSE OF ACTION**

4 **Violation of California Uniform Trade Secrets Act,**

5 **Cal. Civ. Code §§ 3426 *et seq.***

6 **(Alleged against Briles Aerospace only)**

7 150. PB Fasteners incorporates all of the above paragraphs as though fully set
8 forth herein.

9 151. PB Fasteners owns and possesses certain confidential, proprietary, and
10 trade secret information, as alleged above. This information includes dimensions,
11 formulae, and processes that are essential to the proper manufacture and function of
12 the SLEEVbolt® system.

13 152. These dimensions, formulae, and processes constitute trade secrets as
14 defined by California's Uniform Trade Secret Act because they derive economic
15 value from not being generally known to the public or other persons who could obtain
16 economic value from their disclosure or use.

17 153. PB Fasteners has made reasonable efforts to maintain the confidentiality
18 and secrecy of its proprietary information. These efforts include training employees
19 in the protection of corporate secrecy, requiring employees to sign confidentiality
20 agreements, limiting physical access to proprietary information, and performing exit
21 interviews with departing employees.

22 154. In violation of PB Fasteners' rights, Briles Aerospace misappropriated
23 PB Fasteners' confidential, proprietary, and trade secret information through the
24 improper and unlawful means alleged herein, including (1) the recruitment and use of
25 current and former PB Fasteners employees with detailed knowledge of proprietary
26 information to re-create the SLEEVbolt®, and (2) the pursuit of qualifications from
27 Boeing to manufacture the SLEEVbolt® system. Briles Aerospace's
28 misappropriation of PB Fasteners' trade secret information was intentional, knowing,

1 willful, malicious, fraudulent, and oppressive. Briles Aerospace has attempted, and
2 continues to attempt, to conceal its misappropriation.

3 155. As a direct and proximate result of Briles Aerospace's conduct, PB
4 Fasteners has sustained and will continue to sustain significant harm and damages in
5 an amount to be proven at trial.

6 156. In addition, because PB Fasteners has sustained and will continue to
7 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
8 seeks preliminary and permanent injunctive relief to protect its confidential,
9 proprietary, and trade secret information and to protect other legitimate business
10 interests. Absent such relief, PB Fasteners will continue to suffer irreparable injury,
11 including in connection with the RFP issued by Boeing in September 2018.

12 157. PB Fasteners has been damaged by all of the foregoing and is entitled to
13 an award of exemplary damages and attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **Violation of Lanham Act,**

16 **15 U.S.C. §§ 1051 *et seq.***

17 **(Alleged against Briles Aerospace only)**

18 158. PB Fasteners incorporates all of the above paragraphs as though fully set
19 forth herein.

20 159. Briles Aerospace has made the following statement of fact on its website
21 in connection with the sale of its aerospace fasteners: "Briles companies have been
22 valued Manufacturers of High Strength Aerospace Fasteners for over half a century."

23 160. This statement is misleading and has the tendency to deceive a
24 substantial segment of its audience because it implies that Briles Aerospace has
25 existed in some form for over fifty years when in fact Briles Aerospace was founded
26 in May 2012. Although PB Fasteners was founded by relatives of Michael Briles, PB
27 Fasteners has no relationship with Briles Aerospace or Michael Briles.
28

1 161. The statement is material, as it is likely to influence the purchasing
2 decision of customers in the aerospace fasteners market because they will believe that
3 Briles Aerospace has extensive engineering expertise and industry know-how.

4 162. Briles Aerospace placed this statement in interstate commerce by posting
5 it on its website.

6 163. PB Fasteners has been injured, and is likely to be injured in the future,
7 as a result of this statement because PB Fasteners and Briles Aerospace are direct
8 competitors in the aerospace fastener industry and Briles Aerospace has
9 misappropriated PB Fasteners' industry reputation and goodwill.

10 164. On information and belief, Briles Aerospace has made other statements
11 in connection with the sale of aerospace fasteners that similarly imply that Briles
12 Aerospace has existed in some form for over fifty years.

13 165. Briles Aerospace's statement was knowingly and intentionally
14 misleading.

15 166. As a direct and proximate result of Briles Aerospace's statement, PB
16 Fasteners has sustained and will continue to sustain significant harm and damages in
17 an amount to be proven at trial.

18 167. In addition, because PB Fasteners has sustained and will continue to
19 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
20 seeks injunctive relief to protect its legitimate business interests.

21 168. PB Fasteners has been damaged by all of the foregoing and is entitled to
22 an award of treble damages and attorneys' fees.

23 **FOURTH CAUSE OF ACTION**

24 **Violation of California False Advertising Law,**

25 **Cal. Civ. Code § 17500**

26 **(Alleged against Briles Aerospace only)**

27 169. PB Fasteners incorporates all of the above paragraphs as though fully set
28 forth herein.

1 170. Briles Aerospace has made the following statement of fact on its website
2 in connection with the sale of its aerospace fasteners: “Briles companies have been
3 valued Manufacturers of High Strength Aerospace Fasteners for over half a century.”

4 171. This statement is misleading because it implies that Briles Aerospace has
5 existed in some form for over fifty years when in fact Briles Aerospace was founded
6 in May 2012. Although PB Fasteners was founded by relatives of Michael Briles, PB
7 Fasteners has no relationship with Briles Aerospace or Michael Briles.

8 172. Briles Aerospace knew or should have known that this statement was
9 misleading because it was founded in May 2012.

10 173. The statement is material, as it is likely to influence the purchasing
11 decision of customers in the aerospace fasteners market because they will believe that
12 Briles Aerospace has extensive engineering expertise and industry know-how.

13 174. PB Fasteners has been injured and has lost money or property as a result
14 of this statement because Briles Aerospace has misappropriated PB Fasteners’
15 industry reputation and goodwill.

16 175. On information and belief, Briles Aerospace has made other statements
17 in connection with the sale of aerospace fasteners that similarly imply that Briles
18 Aerospace has existed in some form for over fifty years.

19 176. On information and belief, Boeing and other customers relied on such
20 statements in choosing to do business with Briles Aerospace.

21 177. As a direct and proximate result of Briles Aerospace’s false advertising,
22 PB Fasteners has sustained and will continue to sustain significant harm. PB
23 Fasteners is therefore entitled to (1) recover restitution, including without limitation
24 all benefits that Briles Aerospace received as a result of its false advertising, and (2)
25 an injunction restraining Briles Aerospace from engaging in additional false
26 advertising.

FIFTH CAUSE OF ACTION

Violation of California Unfair Competition Law (False Advertising),

Cal. Civ. Code § 17200

(Alleged against Briles Aerospace only)

178. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

179. Briles Aerospace engaged in unlawful business acts and practices, as well as unfair, deceptive, untrue, or misleading advertising. Such wrongful conduct includes without limitation the use of false and misleading advertising in violation of the Lanham Act and the California False Advertising Law, as set forth above.

180. This wrongful conduct constitutes Briles Aerospace's business practice, as the false and misleading statement on Briles Aerospace's website has been made in connection with the sale of aerospace fasteners.

181. PB Fasteners has been injured and has lost money and property as a result of this statement because Briles Aerospace has misappropriated PB Fasteners' industry reputation and goodwill.

182. On information and belief, Boeing and other customers relied on such statements in choosing to do business with Briles Aerospace.

183. As a direct and proximate result of Briles Aerospace's false advertising, PB Fasteners has sustained and will continue to sustain significant harm. PB Fasteners is therefore entitled to (1) recover restitution, including without limitation all benefits that Briles Aerospace received as a result of its false advertising, and (2) an injunction restraining Briles Aerospace from engaging in additional false advertising.

SIXTH CAUSE OF ACTION

Intentional Interference with Contractual Relations

(Alleged against Briles Aerospace only)

184. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

185. Boeing and PB Fasteners operate under a valid and enforceable contract that requires Boeing to purchase 90% of the SLEEVbolt® requirements for its 787 aircraft from PB Fasteners through December 31, 2021.

186. Briles Aerospace was aware of this contract between Boeing and PB Fasteners because it hired multiple former PB Fasteners employees with detailed knowledge of the contract and because it is well known in the industry that PB Fasteners is a major contractual supplier of aerospace fasteners, including the SLEEVbolt®, to Boeing.

187. Although Briles Aerospace was aware of the contract between Boeing and PB Fasteners, on information and belief, Briles Aerospace agreed to sell SLEEVbolts® to Boeing in violation of Boeing's contract with PB Fasteners and worked with and encouraged Boeing to issue the "notched" SLEEVbolt® design as a pretext for placing orders for SLEEVbolts® with alternate suppliers rather than under Boeing's contract with PB Fasteners, all with the intent to disrupt the contractual relationship between Boeing and PB Fasteners. On information and belief, Briles Aerospace made significant changes to its business only because it had taken such steps with the intent to cause a disruption in the contractual relationship between Boeing and PB Fasteners.

188. Although Briles Aerospace was aware of the contract between Boeing and PB Fasteners, on information and belief, Briles Aerospace made false advertisements, as described above, with the intent to disrupt the contractual relationship between Boeing and PB Fasteners.

1 189. Briles Aerospace knew that these intentional acts would result in a
2 disruption in the contractual relationship between Boeing and PB Fasteners.

3 190. These intentional acts by Briles Aerospace have disrupted the contractual
4 relationship between Boeing and PB Fasteners. [REDACTED]

5 [REDACTED] Because the
6 “notched” SLEEVbolt® at issue in the RFP is essentially the same as the
7 SLEEVbolt® that does not contain the notch, the work contemplated by the RFP
8 remains subject to Boeing’s contract with PB Fasteners. As a result, Boeing is
9 required to purchase a certain percentage of its “notched” SLEEVbolt® requirements
10 from PB Fasteners through December 31, 2021. Rather than upholding that
11 contractual term, however, on information and belief, Briles Aerospace has negotiated
12 a long-term contract with Boeing for SLEEVbolts® that are subject to the contract
13 with PB Fasteners.

14 191. As a direct and proximate result of Briles Aerospace’s conduct, PB
15 Fasteners has sustained and will continue to sustain significant harm and damages in
16 an amount to be proven at trial.

17 192. In addition, because PB Fasteners has sustained and will continue to
18 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
19 seeks preliminary and permanent injunctive relief to restrain Briles Aerospace from
20 engaging in additional intentional interference. Absent such relief, PB Fasteners will
21 continue to suffer irreparable injury, including in connection with the RFP issued by
22 Boeing in September 2018.

23 **SEVENTH CAUSE OF ACTION**

24 **Violation of California Unfair Competition Law (Interference),**

25 **Cal. Civ. Code § 17200**

26 **(Alleged against Briles Aerospace only)**

27 193. PB Fasteners incorporates all of the above paragraphs as though fully
28 set forth herein.

1 194. Briles Aerospace engaged in unlawful business acts and practices. Such
2 conduct includes without limitation the intentional interference with the contractual
3 relationship between Boeing and PB Fasteners, as set forth above.

4 195. This unlawful conduct constitutes Briles Aerospace's business practice,
5 as the intentional interference has been inflicted by Briles Aerospace as a business
6 strategy to disrupt the contractual relationship between Boeing and PB Fasteners,
7 which is Briles Aerospace's direct competitor in the aerospace fasteners industry.

8 196. PB Fasteners has been injured and has lost money and property as a result
9 of this interference because Briles Aerospace has caused Boeing to divert sales from
10 PB Fasteners.

11 197. As a direct and proximate result of Briles Aerospace's intentional
12 interference, PB Fasteners has sustained and will continue to sustain significant harm.
13 PB Fasteners is therefore entitled to (1) recover restitution, including without
14 limitation all benefits that Briles Aerospace received as a result of its intentional
15 interference, and (2) an injunction restraining Briles Aerospace from engaging in
16 additional intentional interference.

17 **EIGHTH CAUSE OF ACTION**

18 **Intentional Interference with Prospective Business Relations**

19 **(Alleged against Briles Aerospace only)**

20 198. PB Fasteners incorporates all of the above paragraphs as though fully set
21 forth herein.

22 199. PB Fasteners has been a major supplier of aerospace fasteners to Boeing
23 for more than forty years. In fact, before September 2018, the only qualified suppliers
24 of SLEEVbolts® to Boeing were PB Fasteners and its licensee, SPS Jenkintown. SPS
25 Jenkintown was unable to consistently manufacture the sleeve portion of the assembly
26 and instead used sleeves manufactured by PB Fasteners.

27 200. Based on this ongoing business relationship, there was a high probability
28 of future economic benefit to PB Fasteners from the manufacture of SLEEVbolts®

1 for Boeing's composite aircraft, including in connection with the RFP issued by
2 Boeing in September 2018.

3 201. Briles Aerospace was aware of this ongoing business relationship
4 between Boeing and PB Fasteners because it hired multiple former PB Fasteners
5 employees with detailed knowledge of the ongoing relationship and because it is well
6 known in the industry that PB Fasteners is a major supplier of aerospace fasteners,
7 including the SLEEVbolt®, to Boeing.

8 202. Although Briles Aerospace was aware of the ongoing business
9 relationship between Boeing and PB Fasteners, on information and belief, Briles
10 Aerospace agreed to sell SLEEVbolts® to Boeing and worked with and encouraged
11 Boeing to issue the "notched" SLEEVbolt® design as a pretext for placing orders for
12 SLEEVbolts® with alternate suppliers rather than with PB Fasteners, all with the
13 intent to disrupt the ongoing business relationship between Boeing and PB Fasteners.
14 On information and belief, Briles Aerospace made significant changes to its business
15 only because it had taken such steps with the intent to cause a disruption in the
16 ongoing business relationship between Boeing and PB Fasteners.

17 203. Although Briles Aerospace was aware of the ongoing business between
18 Boeing and PB Fasteners, on information and belief, Briles Aerospace made false
19 advertisements, as described above, with the intent to disrupt the ongoing business
20 relationship between Boeing and PB Fasteners.

21 204. This misconduct was independently wrongful, as it violated the Lanham
22 Act, the California Unfair Competition Law, and California common law.

23 205. Briles Aerospace knew that this misconduct would result in a disruption
24 in the ongoing business relationship between Boeing and PB Fasteners.

25 206. This intentional misconduct by Briles Aerospace has disrupted the
26 ongoing business relationship between Boeing and PB Fasteners. [REDACTED]

27 [REDACTED]
28 Boeing began limited SLEEVbolt® orders to Briles Aerospace in late 2018, and, on

1 information and belief, Briles Aerospace has negotiated a long-term contract with
2 Boeing based on its RFP response. But for Briles Aerospace's intentional
3 misconduct, PB Fasteners would have filled such orders for Boeing.

4 207. As a direct and proximate result of Briles Aerospace's conduct, PB
5 Fasteners has sustained and will continue to sustain significant harm and damages in
6 an amount to be proven at trial.

7 208. In addition, because PB Fasteners has sustained and will continue to
8 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
9 seeks preliminary and permanent injunctive relief to restrain Briles Aerospace from
10 engaging in additional intentional interference. Absent such relief, PB Fasteners will
11 continue to suffer irreparable injury, including in connection with the RFP issued by
12 Boeing in September 2018.

13 **NINTH CAUSE OF ACTION**

14 **Breach of Contract (Employee Agreement)**

15 **(Alleged against Michael Briles only)**

16 209. PB Fasteners incorporates all of the above paragraphs as though fully set
17 forth herein.

18 210. In September 2011, Michael Briles entered into the Employee
19 Agreement with PB Fasteners in consideration for his employment.

20 211. The Employee Agreement is valid and enforceable.

21 212. PB Fasteners performed all material terms required under the Employee
22 Agreement, including by continuing to employ Michael Briles until he voluntarily left
23 the company.

24 213. Michael Briles breached the Employee Agreement by, among other
25 things, (1) retaining PB Fasteners' confidential and proprietary information, (2)
26 sharing PB Fasteners' confidential and proprietary information with Briles Aerospace
27 and others, and (3) using PB Fasteners' confidential and proprietary information at
28 Briles Aerospace to manufacture SLEEVbolts®.

1 214. As a direct and proximate result of Michael Briles's breach, PB Fasteners
2 has sustained and will continue to sustain significant harm and damages in an amount
3 to be proven at trial.

4 **TENTH CAUSE OF ACTION**

5 **Breach of Contract (APA)**

6 **(Alleged against Robert Briles only)**

7 215. PB Fasteners incorporates all of the above paragraphs as though fully set
8 forth herein.

9 216. In May 2011, Robert Briles was party to the APA with SPS
10 Technologies, LLC in consideration for the purchase of the assets of PB Fasteners.

11 217. The APA is valid and enforceable.

12 218. SPS Technologies, LLC performed all material terms required under the
13 APA, including by purchasing the assets of PB Fasteners.

14 219. On information and belief, Robert Briles breached the APA by, among
15 other things, sharing PB Fasteners' confidential and proprietary information with
16 Michael Briles and Briles Aerospace.

17 220. As a direct and proximate result of Robert Briles's breach, PB Fasteners
18 has sustained and will continue to sustain significant harm and damages in an amount
19 to be proven at trial.

20 **ELEVENTH CAUSE OF ACTION**

21 **Breach of Contract (Employee Agreement)**

22 **(Alleged against Robert Briles only)**

23 221. PB Fasteners incorporates all of the above paragraphs as though fully set
24 forth herein.

25 222. In September 2011, Robert Briles entered into the Employee Agreement
26 with PB Fasteners in consideration for his employment.

27 223. The Employee Agreement is valid and enforceable.

224. PB Fasteners performed all material terms required under the Employee Agreement, including by continuing to employ Robert Briles until he voluntarily left the company.

225. On information and belief, Robert Briles breached the Employee Agreement by, among other things, (1) retaining PB Fasteners' confidential and proprietary information, (2) sharing PB Fasteners' confidential and proprietary information with Michael Briles and Briles Aerospace, and (3) using PB Fasteners' confidential and proprietary information at Briles Aerospace to manufacture SLEEVbolts®.

226. As a direct and proximate result of Robert Briles's breach, PB Fasteners has sustained and will continue to sustain significant harm and damages in an amount to be proven at trial.

TWELFTH CAUSE OF ACTION

Intentional Misrepresentation

(Alleged against Robert Briles (as an individual and as the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles Family Revocable Trust dated December 12, 1990) only)

227. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

228. SPS Technologies, LLC purchased the assets of Paul R. Briles, Inc. d/b/a PB Fasteners in October 2011.

229. During the negotiations for the acquisition of Paul R. Briles, Inc.'s assets by SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc. represented to SPS Technologies, LLC that Paul R. Briles, Inc. owned trade secrets, including specifically the processes used in the manufacture of SLEEVbolt®. Robert Briles made this representation on behalf of, and as authorized by, the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as an individual and as

1 the Trustee of the Rob Briles Revocable Family Trust dated March 28, 1991) and
2 Richard Briles (as an individual and as the Trustee of the Rick and Keanna A. Briles
3 Family Revocable Trust dated December 12, 1990). Robert Briles made this
4 representation to Plaintiff, among other occasions, on June 7, 2011 during a
5 teleconference with counsel for Plaintiff, counsel for Paul R. Briles, Inc., and
6 representatives of the Federal Trade Commission.

7 230. In the APA with SPS Technologies, LLC, the Directors and shareholders
8 of Paul R. Briles, Inc. further represented (i) that Paul R. Briles, Inc.'s intellectual
9 property rights included trade secrets, *see, e.g.*, APA definition of Intellectual
10 Property Rights, (ii) that Paul R. Briles, Inc. owned such trade secrets free and clear,
11 *see, e.g.*, APA Section 4.8.1, (iii) that Paul R. Briles, Inc. was aware of no improper
12 use of such trade secrets by others, *see, e.g.*, APA Section 4.8.3, and (iv) that the assets
13 acquired by SPS Technologies, LLC included all such trade secrets, *see, e.g.*, APA
14 Section 2.1.5. Robert Briles made this representation on behalf of, and as authorized
15 by, the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as
16 an individual and as the Trustee of the Rob Briles Revocable Family Trust dated
17 March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick
18 and Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert
19 Briles made this representation to Plaintiff, among other occasions, on May 4, 2011
20 (the date of the APA), September 27, 2011 (the date of Amendment No. 1 to the
21 APA), and October 4, 2011 (the APA closing date).

22 231. During this litigation, in Robert Briles's Responses to Plaintiff's First
23 Set of Interrogatories (served June 28, 2019), Robert Briles asserted that he has no
24 knowledge of confidential, proprietary, and/or trade secret information relating to the
25 SLEEVbolt® that was sold or transferred by Paul R. Briles, Inc. to SPS Technologies,
26 LLC in connection with the APA. Thus, in effect, Robert Briles now asserts that,
27 before the APA, Paul R. Briles, Inc. did not own the trade secret dimensions,
28

1 formulae, and processes that Plaintiff has identified in this lawsuit and/or that such
2 dimensions, formulae, and processes are not trade secret or proprietary information.

3 232. If Robert Briles's assertion is correct then:

- 4 a. The representation of the Directors and shareholders of Paul R. Briles,
5 Inc., including Robert Briles (as an individual and as the Trustee of the
6 Rob Briles Revocable Family Trust dated March 28, 1991) and Richard
7 Briles (as an individual and as the Trustee of the Rick and Keanna A.
8 Briles Family Revocable Trust dated December 12, 1990), that Paul R.
9 Briles, Inc. owned trade secrets was false;
- 10 b. The Directors and shareholders of Paul R. Briles, Inc. knew that the
11 representation that Paul R. Briles, Inc. owned trade secrets was false
12 when they made it, or they made such representation recklessly and
13 without regard for its truth;
- 14 c. The Directors and shareholders of Paul R. Briles, Inc. intended that
15 Plaintiff rely on the representation that Paul R. Briles, Inc. owned trade
16 secrets when Plaintiff entered into, amended, and closed on the APA;
17 and
- 18 d. Plaintiff reasonably relied on the representation that Paul R. Briles, Inc.
19 owned trade secrets when Plaintiff entered into, amended, and closed on
20 the APA.

21 233. As a direct and proximate result of this intentional misrepresentation and
22 Plaintiff's reasonable reliance thereon, Plaintiff has sustained and will continue to
23 sustain significant harm and damages in an amount to be proven at trial.

24 **THIRTEENTH CAUSE OF ACTION**

25 **Concealment**

26 **(Alleged against Robert Briles (as an individual and as the Trustee of the Rob**
27 **Briles Revocable Family Trust dated March 28, 1991) and Richard Briles (as an**
28

1 **individual and as the Trustee of the Rick and Keanna A. Briles Family Revocable**
2 **Trust dated December 12, 1990) only)**

3 234. PB Fasteners incorporates all of the above paragraphs as though fully set
4 forth herein.

5 235. SPS Technologies, LLC purchased the assets of PB Fasteners Paul R.
6 Briles, Inc. d/b/a in October 2011.

7 236. During the negotiations for the acquisition of Paul R. Briles, Inc.'s assets
8 by SPS Technologies, LLC, the Directors and shareholders of Paul R. Briles, Inc.
9 represented to SPS Technologies, LLC that Paul R. Briles, Inc. owned trade secrets,
10 including specifically the processes used in the manufacture of the SLEEVbolt®.
11 Robert Briles made this representation on behalf of, and as authorized by, the
12 Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as an
13 individual and as the Trustee of the Rob Briles Revocable Family Trust dated March
14 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick and
15 Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert Briles
16 made this representation to Plaintiff, among other occasions, on June 7, 2011 during
17 a teleconference with counsel for Plaintiff, counsel for Paul R. Briles, Inc., and
18 representatives of the Federal Trade Commission.

19 237. In the APA with SPS Technologies, LLC, the Directors and shareholders
20 of Paul R. Briles, Inc. further represented (i) that Paul R. Briles, Inc.'s intellectual
21 property rights included trade secrets, *see, e.g.*, APA definition of Intellectual
22 Property Rights, (ii) that Paul R. Briles, Inc. owned such trade secrets free and clear,
23 *see, e.g.*, APA Section 4.8.1, (iii) that Paul R. Briles, Inc. was aware of no improper
24 use of such trade secrets by others, *see, e.g.*, APA Section 4.8.3, and (iv) that the assets
25 acquired by SPS Technologies, LLC included all such trade secrets, *see, e.g.*, APA
26 Section 2.1.5. Robert Briles made this representation on behalf of, and as authorized
27 by, the Directors and shareholders of Paul R. Briles, Inc., including Robert Briles (as
28 an individual and as the Trustee of the Rob Briles Revocable Family Trust dated

1 March 28, 1991) and Richard Briles (as an individual and as the Trustee of the Rick
2 and Keanna A. Briles Family Revocable Trust dated December 12, 1990). Robert
3 Briles made this representation to Plaintiff on May 4, 2011 (the date of the APA),
4 September 27, 2011 (the date of Amendment No. 1 to the APA), and October 4, 2011
5 (the APA closing date).

6 238. During this litigation, in Robert Briles's Responses to Plaintiff's First
7 Set of Interrogatories (served June 28, 2019), Robert Briles asserted that he has no
8 knowledge of confidential, proprietary, and/or trade secret information relating to the
9 SLEEVbolt® that was sold or transferred by Paul R. Briles, Inc. to SPS Technologies,
10 LLC in connection with the APA. Thus, in effect, Robert Briles now asserts that,
11 before the APA, Paul R. Briles, Inc. did not own the trade secret dimensions,
12 formulae, and processes that Plaintiff has identified in this lawsuit and/or that such
13 dimensions, formulae, and processes are not trade secret or proprietary information.

14 239. If Robert Briles's allegation is correct then:

- 15 a. The Directors and shareholders of Paul R. Briles, Inc., including Robert
16 Briles (as an individual and as the Trustee of the Rob Briles Revocable
17 Family Trust dated March 28, 1991) and Richard Briles (as an individual
18 and as the Trustee of the Rick and Keanna A. Briles Family Revocable
19 Trust dated December 12, 1990), intentionally failed to disclose that Paul
20 R. Briles, Inc. did not own trade secrets relating to the SLEEVbolt®
21 and/or did not take reasonable measures to protect the secrecy of its trade
22 secrets, such that the representation about Paul R. Briles, Inc.'s
23 ownership of trade secrets was deceptive;
- 24 b. Plaintiff could not have discovered this material information, which was
25 in the exclusive control of Paul R. Briles, Inc., Robert Briles, and Richard
26 Briles;
- 27 c. Plaintiff did not know that Paul R. Briles, Inc. did not own trade secrets
28 relating to the SLEEVbolt® and/or had not taken reasonable measures

1 to protect the secrecy of its trade secrets when Plaintiff entered into,
2 amended, and closed on the APA;

3 d. The Directors and shareholders of Paul R. Briles, Inc. intended to
4 deceive Plaintiff by concealing that Paul R. Briles, Inc. did not own trade
5 secrets relating to the SLEEVbolt® and/or had not taken reasonable
6 measures to protect the secrecy of its trade secrets when Plaintiff entered
7 into, amended, and closed on the APA; and

8 e. Had Plaintiff known that Paul R. Briles, Inc. did not own trade secrets
9 relating to the SLEEVbolt® and/or had not taken reasonable measures
10 to protect the secrecy of its trade secrets, Plaintiff reasonably would not
11 have entered into, amended, or closed on the APA.

12 240. As a direct and proximate result of this concealment, Plaintiff has
13 sustained and will continue to sustain significant harm and damages in an amount to
14 be proven at trial.

15 **FOURTEENTH CAUSE OF ACTION**

16 **Violation of Defend Trade Secrets Act,**

17 **18 U.S.C. §§ 1836 *et seq.***

18 **(Alleged against Lisi USA, Lisi Canada, and Lisi France only)**

19 241. PB Fasteners incorporates all of the above paragraphs as though fully set
20 forth herein.

21 242. PB Fasteners owns and possesses certain confidential, proprietary, and
22 trade secret information, as alleged above. This information includes dimensions,
23 formulae, and processes that are essential to the proper manufacture and function of
24 the SLEEVbolt® system.

25 243. PB Fasteners' confidential, proprietary, and trade secret information
26 relates to products and services, including the SLEEVbolt®, that are used, sold,
27 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
28 or foreign commerce.

1 244. PB Fasteners' confidential, proprietary, and trade secret information
2 derives economic value from not being generally known to, and not being readily
3 ascertainable through proper means by, the public or other persons who could obtain
4 economic value from the disclosure or use of the information.

5 245. PB Fasteners has made reasonable efforts to maintain the confidentiality
6 and secrecy of its proprietary information. These efforts include training employees
7 in the protection of corporate secrecy, requiring employees to sign confidentiality
8 agreements, limiting access to proprietary information, and performing exit
9 interviews with departing employees.

10 246. In violation of PB Fasteners' rights, Lisi USA, Lisi Canada, and Lisi
11 France (collectively "Lisi Aerospace") misappropriated PB Fasteners' confidential,
12 proprietary, and trade secret information through the improper and unlawful means
13 alleged herein, including (1) the hiring of a former employee with detailed knowledge
14 of proprietary information to re-create the SLEEVbolt®, and (2) the pursuit of
15 qualifications from Boeing to manufacture the SLEEVbolt® system. Lisi
16 Aerospace's misappropriation of PB Fasteners' trade secret information was
17 intentional, knowing, willful, malicious, fraudulent, and oppressive. Lisi Aerospace
18 has attempted, and continues to attempt, to conceal its misappropriation.

19 247. As a direct and proximate result of Lisi Aerospace's conduct, PB
20 Fasteners has sustained and will continue to sustain significant harm and damages in
21 an amount to be proven at trial.

22 248. In addition, because PB Fasteners has sustained and will continue to
23 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
24 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
25 secret information and to protect other legitimate business interests. Absent such
26 relief, PB Fasteners will continue to suffer irreparable injury, including in connection
27 with the RFP issued by Boeing in September 2018.

1 249. PB Fasteners has been damaged by all of the foregoing and is entitled to
2 an award of exemplary damages and attorneys' fees.

3 **FIFTEENTH CAUSE OF ACTION**

4 **Violation of California Uniform Trade Secrets Act,**

5 **Cal. Civ. Code §§ 3426 *et seq.***

6 **(Alleged against Lisi USA, Lisi Canada, and Lisi France only)**

7 250. PB Fasteners incorporates all of the above paragraphs as though fully set
8 forth herein.

9 251. PB Fasteners owns and possesses certain confidential, proprietary, and
10 trade secret information, as alleged above. This information includes dimensions,
11 formulae, and processes that are essential to the proper manufacture and function of
12 the SLEEVbolt® system.

13 252. These dimensions, formulae, and processes constitute trade secrets as
14 defined by California's Uniform Trade Secret Act because they derive economic
15 value from not being generally known to the public or other persons who could obtain
16 economic value from their disclosure or use.

17 253. PB Fasteners has made reasonable efforts to maintain the confidentiality
18 and secrecy of its proprietary information. These efforts include training employees
19 in the protection of corporate secrecy, requiring employees to sign confidentiality
20 agreements, limiting physical access to proprietary information, and performing exit
21 interviews with departing employees.

22 254. In violation of PB Fasteners' rights, Lisi USA, Lisi Canada, and Lisi
23 France (collectively "Lisi Aerospace") misappropriated PB Fasteners' confidential,
24 proprietary, and trade secret information through the improper and unlawful means
25 alleged herein, including (1) the hiring of a former employee with detailed knowledge
26 of proprietary information to re-create the SLEEVbolt®, and (2) the pursuit of
27 qualifications from Boeing to manufacture the SLEEVbolt® system. Lisi
28 Aerospace's misappropriation of PB Fasteners' trade secret information was

1 intentional, knowing, willful, malicious, fraudulent, and oppressive. Lisi Aerospace
2 has attempted, and continues to attempt, to conceal its misappropriation.

3 255. As a direct and proximate result of Lisi Aerospace's conduct, PB
4 Fasteners has sustained and will continue to sustain significant harm and damages in
5 an amount to be proven at trial.

6 256. In addition, because PB Fasteners has sustained and will continue to
7 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
8 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
9 secret information and to protect other legitimate business interests. Absent such
10 relief, PB Fasteners will continue to suffer irreparable injury, including in connection
11 with the RFP issued by Boeing in September 2018.

12 257. PB Fasteners has been damaged by all of the foregoing and is entitled to
13 an award of exemplary damages and attorneys' fees.

14 **SIXTHTEENTH CAUSE OF ACTION**

15 **Violation of Defend Trade Secrets Act,**

16 **18 U.S.C. §§ 1836 *et seq.***

17 **(Alleged against Space-Lok only)**

18 258. PB Fasteners incorporates all of the above paragraphs as though fully set
19 forth herein.

20 259. PB Fasteners owns and possesses certain confidential, proprietary, and
21 trade secret information, as alleged above. This information includes dimensions,
22 formulae, and processes that are essential to the proper manufacture and function of
23 the SLEEVbolt® system.

24 260. PB Fasteners' confidential, proprietary, and trade secret information
25 relates to products and services, including the SLEEVbolt®, that are used, sold,
26 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
27 or foreign commerce.
28

1 261. PB Fasteners' confidential, proprietary, and trade secret information
2 derives economic value from not being generally known to, and not being readily
3 ascertainable through proper means by, the public or other persons who could obtain
4 economic value from the disclosure or use of the information.

5 262. PB Fasteners has made reasonable efforts to maintain the confidentiality
6 and secrecy of its proprietary information. These efforts include training employees
7 in the protection of corporate secrecy, requiring employees to sign confidentiality
8 agreements, limiting access to proprietary information, and performing exit
9 interviews with departing employees.

10 263. In violation of PB Fasteners' rights, Space-Lok misappropriated PB
11 Fasteners' confidential, proprietary, and trade secret information through the
12 improper and unlawful means alleged herein, including the pursuit of qualifications
13 from Boeing to manufacture the SLEEVbolt® system. Space-Lok's misappropriation
14 of PB Fasteners' trade secret information was intentional, knowing, willful,
15 malicious, fraudulent, and oppressive. Space-Lok has attempted, and continues to
16 attempt, to conceal its misappropriation.

17 264. As a direct and proximate result of Space-Lok's conduct, PB Fasteners
18 has sustained and will continue to sustain significant harm and damages in an amount
19 to be proven at trial.

20 265. In addition, because PB Fasteners has sustained and will continue to
21 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
22 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
23 secret information and to protect other legitimate business interests. Absent such
24 relief, PB Fasteners will continue to suffer irreparable injury.

25 266. PB Fasteners has been damaged by all of the foregoing and is entitled to
26 an award of exemplary damages and attorneys' fees.

SEVENTEENTH CAUSE OF ACTION

Violation of California Uniform Trade Secrets Act,

Cal. Civ. Code §§ 3426 *et seq.*

(Alleged against Space-Lok only)

267. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

268. PB Fasteners owns and possesses certain confidential, proprietary, and trade secret information, as alleged above. This information includes dimensions, formulae, and processes that are essential to the proper manufacture and function of the SLEEVbolt® system.

269. These dimensions, formulae, and processes constitute trade secrets as defined by California's Uniform Trade Secret Act because they derive economic value from not being generally known to the public or other persons who could obtain economic value from their disclosure or use.

270. PB Fasteners has made reasonable efforts to maintain the confidentiality and secrecy of its proprietary information. These efforts include training employees in the protection of corporate secrecy, requiring employees to sign confidentiality agreements, limiting physical access to proprietary information, and performing exit interviews with departing employees.

271. In violation of PB Fasteners' rights, Space-Lok misappropriated PB Fasteners' confidential, proprietary, and trade secret information through the improper and unlawful means alleged herein, including the pursuit of qualifications from Boeing to manufacture the SLEEVbolt® system. Space-Lok's misappropriation of PB Fasteners' trade secret information was intentional, knowing, willful, malicious, fraudulent, and oppressive. Space-Lok has attempted, and continues to attempt, to conceal its misappropriation.

1 272. As a direct and proximate result of Space-Lok's conduct, PB Fasteners
2 has sustained and will continue to sustain significant harm and damages in an amount
3 to be proven at trial.

4 273. In addition, because PB Fasteners has sustained and will continue to
5 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
6 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
7 secret information and to protect other legitimate business interests. Absent such
8 relief, PB Fasteners will continue to suffer irreparable injury.

9 274. PB Fasteners has been damaged by all of the foregoing and is entitled to
10 an award of exemplary damages and attorneys' fees.

11 **EIGHTEENTH CAUSE OF ACTION**

12 **Violation of Defend Trade Secrets Act,**

13 **18 U.S.C. §§ 1836 *et seq.***

14 **(Alleged against Montgomery Machine only)**

15 275. PB Fasteners incorporates all of the above paragraphs as though fully set
16 forth herein.

17 276. PB Fasteners owns and possesses certain confidential, proprietary, and
18 trade secret information, as alleged above. This information includes dimensions,
19 formulae, and processes that are essential to the proper manufacture and function of
20 the SLEEVbolt® system.

21 277. PB Fasteners' confidential, proprietary, and trade secret information
22 relates to products and services, including the SLEEVbolt®, that are used, sold,
23 shipped, or ordered in, or intended to be used, sold, shipped, or ordered in, interstate
24 or foreign commerce.

25 278. PB Fasteners' confidential, proprietary, and trade secret information
26 derives economic value from not being generally known to, and not being readily
27 ascertainable through proper means by, the public or other persons who could obtain
28 economic value from the disclosure or use of the information.

1 279. PB Fasteners has made reasonable efforts to maintain the confidentiality
2 and secrecy of its proprietary information. These efforts include training employees
3 in the protection of corporate secrecy, requiring employees to sign confidentiality
4 agreements, limiting access to proprietary information, and performing exit
5 interviews with departing employees.

6 280. In violation of PB Fasteners' rights, Montgomery Machine
7 misappropriated PB Fasteners' confidential, proprietary, and trade secret information
8 through the improper and unlawful means alleged herein, including the pursuit of
9 qualifications from Boeing to manufacture the SLEEVbolt® system. Upon
10 information and belief, Montgomery Machine's misappropriation of PB Fasteners'
11 trade secret information was intentional, knowing, willful, malicious, fraudulent, and
12 oppressive. Upon information and belief, Montgomery Machine has attempted, and
13 continues to attempt, to conceal its misappropriation.

14 281. As a direct and proximate result of Montgomery Machine's conduct, PB
15 Fasteners has sustained and will continue to sustain significant harm and damages in
16 an amount to be proven at trial.

17 282. In addition, because PB Fasteners has sustained and will continue to
18 sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners
19 seeks permanent injunctive relief to protect its confidential, proprietary, and trade
20 secret information and to protect other legitimate business interests. Absent such
21 relief, PB Fasteners will continue to suffer irreparable injury.

22 283. PB Fasteners has been damaged by all of the foregoing and is entitled to
23 an award of exemplary damages and attorneys' fees.
24
25
26
27
28

NINETEENTH CAUSE OF ACTION

Violation of California Uniform Trade Secrets Act,

Cal. Civ. Code §§ 3426 *et seq.*

(Alleged against Montgomery Machine only)

284. PB Fasteners incorporates all of the above paragraphs as though fully set forth herein.

285. PB Fasteners owns and possesses certain confidential, proprietary, and trade secret information, as alleged above. This information includes dimensions, formulae, and processes that are essential to the proper manufacture and function of the SLEEVbolt® system.

286. These dimensions, formulae, and processes constitute trade secrets as defined by California's Uniform Trade Secret Act because they derive economic value from not being generally known to the public or other persons who could obtain economic value from their disclosure or use.

287. PB Fasteners has made reasonable efforts to maintain the confidentiality and secrecy of its proprietary information. These efforts include training employees in the protection of corporate secrecy, requiring employees to sign confidentiality agreements, limiting physical access to proprietary information, and performing exit interviews with departing employees.

288. In violation of PB Fasteners' rights, Montgomery Machine misappropriated PB Fasteners' confidential, proprietary, and trade secret information through the improper and unlawful means alleged herein, including the pursuit of qualifications from Boeing to manufacture the SLEEVbolt® system. Upon information and belief, Montgomery Machine's misappropriation of PB Fasteners' trade secret information was intentional, knowing, willful, malicious, fraudulent, and oppressive. Upon information and belief, Montgomery Machine has attempted, and continues to attempt, to conceal its misappropriation.

290. In addition, because PB Fasteners has sustained and will continue to sustain irreparable injury for which it has no adequate remedy at law, PB Fasteners seeks permanent injunctive relief to protect its confidential, proprietary, and trade secret information and to protect other legitimate business interests. Absent such relief, PB Fasteners will continue to suffer irreparable injury.

11 **PRAYER FOR RELIEF**

292. Judgment in PB Fasteners' favor and against Defendants on all causes of
action alleged herein;

17 || 294. For preliminary and permanent injunctive relief;

19 296. For exemplary or punitive damages;

21 || 298. For costs of suit incurred herein;

23 300. For attorneys' fees and costs; and

26 DEMAND FOR JURY TRIAL

1
2 Dated: _____, 2019
3

4 WILLIAMS & CONNOLLY LLP
5 Bruce R. Genderson (*pro hac vice*)
6 Thomas H.L. Selby (*pro hac vice*)
7 Daniel P. Shanahan (*pro hac vice*)
8 Edward C. Reddington (*pro hac vice*)
9 Joseph Q. Wood (*pro hac vice*)
10 Michelle L. Hood (*pro hac vice*)
11 William B. Snyderwine (*pro hac vice*)
12 Miranda R. Petersen (*pro hac vice*)
13 725 Twelfth Street, N.W.
14 Washington, DC 20005
Telephone: (202) 434-5000
Facsimile: (202) 434-5029
bgenderson@wc.com
tselby@wc.com
dshanahan@wc.com
ereddington@wc.com
jwood@wc.com
mhood@wc.com
wsnyderwine@wc.com
mpetersen@wc.com

/s/

SPERTUS, LANDES & UMHOFFER, LLP
Matthew Donald Umhofer (SBN 206607)
Elizabeth A. Mitchell (SBN 251139)
1990 S. Bundy Drive, Suite 705
Los Angeles, CA 90025
Telephone: (310) 826-4700
Facsimile: (310) 826-4711
matthew@spertuslaw.com
emitichell@spertuslaw.com

Attorneys for SPS Technologies, LLC

EXHIBIT 2

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION
3 HONORABLE MICHAEL W. FITZGERALD, U.S. DISTRICT JUDGE
4

5 SPS TECHNOLOGIES, LLC,)
6)
7 Plaintiff,)
8 vs.) 2:18-CV-9536-MWF (ASx)
9 BRILES AEROSPACE, INC., et al.,)
10 Defendants.)
11

12 REPORTER'S TRANSCRIPT OF HEARING

13 Los Angeles, California
14 Thursday, February 21, 2019
15

16
17
18
19
20
21
22 AMY DIAZ, RPR, CRR, FCRR
23 Federal Official Reporter
24 350 West 1st Street, #4455
25 Los Angeles, CA 90012

Please order court transcripts here: www.amydiazfedreporter.com

1 APPEARANCES OF COUNSEL:

2 For the Plaintiff:

3
4 WILLIAMS & CONNOLLY LLP

By: Daniel P. Shanahan, Attorney at Law

5 William B. Snyderwine, Attorney at Law

Joseph Q. Wood, Attorney at Law

6 725 Twelfth Street N.W.

Washington, D.C. 20005

7 SPERTUS LANDES & UMHOFFER LLP

8 By: Matthew Umhofer, Attorney at Law

1990 South Bundy Drive, Suite 705

9 Los Angeles, California 90025

10
11 For Defendants:

12 QUINN EMANUEL

13 By: Christopher A. Mathews, Attorney at Law

Duane R. Lyons, Attorney at Law

14 Tigran Guledjian, Attorney at Law

865 South Figueroa Street, 10th Floor

15 Los Angeles, California 90017

16 ATKINSON ANDELSON LOYA RUUD & ROMO

17 By: Jon Setoguchi, Attorney at Law

Brian M. Wheeler, Attorney at Law

18 12800 Center Court Drive Suite 300

19 Cerritos, California 90703

1 And the case law is very clear that if you can
2 continue to work in the industry, there is really no harm
3 that is happening to you in the balance of harms.

4 So in our view, the people that stole our
5 information to compete with us, should be the ones that bear
6 the burden of the harm there.

7 THE COURT: All right. Thank you, counsel.

8 In regard to the trial date, this was just my flat
9 out mistake where I issued the second -- just the second
10 trial setting order, but basically -- so I'm vacating all
11 that.

12 So basically what I want us to do if we can right
13 now, to figure out a Tuesday -- what is the earliest Tuesday
14 in which it makes sense to try this case? And if counsel
15 want to confer on that and then give a suggestion. Look, it
16 clearly can't happen before July. That doesn't make any
17 sense. But in July there is the Ninth Circuit conference.
18 In August I'm on vacation. In September, I have a criminal
19 case starting on September 10th. It will go at least a week.
20 I think it will probably end up going more than that. It's
21 very, very likely to go on that date. I don't expect there
22 will be a further continuance, and I don't expect that there
23 will be a change of plea.

24 So what that leaves us, then, is sometime in October
25 to try this case. So if you want to talk to each other about

1 what Tuesday in October works, then let Ms. Sanchez know,
2 then that is fine, and then I can issue a Scheduling Order.

3 If it turns out one of those dates is just a real
4 problem for one of you, we can have a telephonic conference
5 and work it out. If you can't agree on just -- on that date
6 or some of the other dates that are important, you know, such
7 as there is the worksheet, you've seen it. I mean, what I
8 would like is that you could agree on that and just submit it
9 to me. If you can't, then we can have a telephonic hearing
10 when you are available and figure out what the dates are
11 going to be.

12 But is there any -- right now, just a bit of a
13 bigger picture, is there anybody who thinks, given all the
14 work that you have already put into the case, that this case
15 would not be ready to try in October?

16 MR. SHANAHAN: Your Honor, I actually think we could
17 be ready to try this case in July.

18 THE COURT: Yeah, but then there is the issue of
19 the -- there is the issue of the Ninth Circuit conference,
20 so -- and ordinarily I would even consider missing it, except
21 I'm the chair of the Attorney Liaison Committee, so I really
22 have to go, you know.

23 MR. SHANAHAN: Is that the whole month?

24 THE COURT: No, it's just -- it's the week of the
25 23rd. But then you've got, earlier than that, there is

1 July 4th. It just doesn't seem like it's real -- how long,
2 in your view, how long is the case going to take to try?

3 MR. SHANAHAN: Eight to ten days.

4 THE COURT: Okay. All right. Does anybody want to
5 be heard on the defense side?

6 MR. LYONS: If I can have just a moment, Your Honor?

7 THE COURT: You may.

8 (Pause in proceedings.)

9 MR. SHANAHAN: Your Honor, October 1st would work
10 with our schedule if October is the first available.

11 THE COURT: Have there formally been the initial
12 disclosures, or has all of that kind of gotten subsumed into
13 the --

14 MR. SHANAHAN: I think all of that got subsumed.
15 Initially there was an order for a status conference today,
16 so we were starting under that, and then it moved to a month
17 from now. We put them on hold a little bit to get through
18 today and do the initial disclosures.

19 THE COURT: I understand. I'm not complaining, I'm
20 just asking.

21 MR. LYONS: Your Honor, I mean, just informal, we
22 haven't talked to the client, I think looking at our
23 calendar, I think the 22nd or 29th of October would be better
24 for us.

25 THE COURT: Well, that is close enough. Just talk

1 to each other and see if you can resolve it. I'm obviously,
2 even regardless of what the issue, what the decision I make
3 about the equitable relief, there is a reason to have the
4 trial be earlier instead of later. I mean, whoever is going
5 to be on the losing end of this decision should want an
6 earlier trial date.

7 So talk to each other and see if you can agree on a
8 trial date, and use the worksheet that you got in my prior
9 orders, and see if you can agree on the dates. If you can't,
10 then just, you know, submit your separate proposals with your
11 own worksheet, and maybe a couple of pages of text to explain
12 why you think you want your proposal and why you think it's
13 superior. And if need be, we'll have a telephonic conference
14 and talk about it.

15 Beyond that, let me then set for by March 11th,
16 formally make the Rule 26 disclosures, so there is a record
17 as to what was disclosed. And obviously, don't spend a lot
18 of money, you know, to the extent you just want to say, All
19 documents that were used, produced in the earlier discovery,
20 or all documents that were exhibits at a deposition, you
21 know, just whatever makes it easy on you. But in case there
22 is later an argument that something was not disclosed, I want
23 there to be a piece of paper that I can look at to see
24 whether that argument makes sense or not. And clearly,
25 regardless of in addition to whoever already has been

1 deposed, the case has to go forward, and there is going to be
2 a business dispute in damages regardless. So that all means
3 that the -- I want there to be very robust, you know, Rule 26
4 disclosures.

5 All right. Counsel, any other questions, then,
6 about how we are proceeding from today?

7 MR. SHANAHAN: Not from us, Your Honor. Thank you.

8 MR. LYONS: Nothing, Your Honor.

9 THE COURT: All right. Thank you, counsel. Thank
10 you for coming out. The weather is not much better here than
11 it is in D.C., but at least it's not snowing.

12 Mr. Umhofer, a pleasure to see you. Mr. Lyons, a
13 pleasure to see you. I'm sure I will be seeing all of you
14 many times in the future. Thank you, counsel.

15 ***** ***** *****

16
17 I certify that the foregoing is a correct transcript from the
18 record of proceedings in the above-titled matter.

19
20
21
22 -----

23
24 Amy C. Diaz, RPR, CRR

March 1, 2019

25 S/ Amy Diaz

EXHIBIT 3

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 4

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 5

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 6

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 7

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SPS TECHNOLOGIES, LLC d/b/a
PB FASTENERS,

Petitioner,

v.

THE BOEING COMPANY,

Respondent.

Case No. 19 C 3365

Magistrate Judge Sunil R. Harjani

MEMORANDUM OPINION AND ORDER

Petitioner SPS Technologies, LLC d/b/a PB Fasteners (“PB Fasteners”) moves to enforce a subpoena directed to The Boeing Company, a non-party in a trade secrets case being litigated in the United States District Court for the Central District of California. After PB Fasteners’ motion was fully briefed, the Court heard oral argument on May 28, 2019. For the reasons explained below, Petitioner’s Motion to Enforce Subpoena for the Production of Documents Issued to The Boeing Company [1] is granted in part and denied in part. The Boeing Company shall comply with this Opinion by June 18, 2019. A status hearing is set for June 20, 2019 at 9:15 a.m.

BACKGROUND

PB Fasteners is a designer and manufacturer of high-strength aerospace fasteners “with more than fifty years of experience in the industry.” (Doc. 1-1 at 71, First Am. Cmplt. ¶ 1). PB Fasteners’ website says that it “is best known for [its] developed Taper-Lok® and SLEEVbolt® fastening systems, which are used to enhance structural performance and manage electromagnetic effects in composite and multi-metal structure.” <https://www.pccfasteners.com/companies/pcc-fasteners/pb-fasteners.html>. PB Fasteners alleges that its “tapered bolt and sleeve are made and assembled with confidential and proprietary specifications, dimensions, and processes, which are

essential to the proper manufacture and functioning of the SLEEVbolt®” and were developed through many years of research and testing. (First Am. Cmplt. ¶¶ 5, 6). PB Fasteners claims that these “specifications, dimensions, and processes are not generally known or readily ascertainable.” *Id.* ¶ 6. PB Fasteners also alleges that it has made extensive efforts to maintain the secrecy of its SLEEVbolt® information. *Id.*

The primary consumer of the SLEEVbolt® system is The Boeing Company, which has been a customer of PB Fasteners for more than forty years. (First Am. Cmplt. ¶ 7). Boeing and PB Fasteners have a contract for the production of SLEEVbolts® for use in Boeing’s composite 787 aircraft as well as short-term purchase orders for the production of SLEEVbolts® for Boeing’s composite 777X aircraft. *Id.* The contract for the 787 aircraft requires Boeing to purchase 90% of the SLEEVbolt® requirements for its 787 aircraft from PB Fasteners through December 31, 2021. *Id.* ¶¶ 7, 44. As part of their contractual and ongoing business relationship, PB Fasteners gave Boeing access to its propriety SLEEVbolt® information, which Boeing needed to properly inspect and approve the SLEEVbolts® and integrate them into its aircraft assembly process. *Id.* ¶ 7. PB Fasteners alleges that it “communicated all proprietary information to Boeing with the explicit condition that the information would remain confidential.” *Id.*

The underlying case in the Central District of California arises in part from the alleged trade secret misappropriation of PB Fasteners’ SLEEVbolt® system by Briles Aerospace, Inc., Michael Briles, and Robert Briles (collectively the “Briles Defendants”). PB Fasteners and Briles Aerospace are competitors in the aerospace fastener market. (First Am. Cmplt. ¶ 97). In May 2011, Michael Briles was the Director of Sales and Marketing at PB Fasteners. *Id.* ¶¶ 8, 59. Thereafter, after leaving PB Fasteners, Michael Briles founded Briles Aerospace, Inc. in May 2012. *Id.* ¶ 8. Briles Aerospace initially provided standard products and services for the aerospace

industry. *Id.* Robert Briles is the uncle of Michael Briles. *Id.* ¶ 18. Before May 2011, Robert Briles was the President of PB Fasteners. *Id.* ¶¶ 18, 54.

PB Fasteners alleges that in 2016, Briles Aerospace “launched a campaign to misappropriate the SLEEVbolt® system and attempt to manufacture and sell it.” (First Am. Cmplt. ¶ 18). As part of this alleged campaign, Briles Aerospace recruited nine current and former PB Fasteners employees with “detailed knowledge of PB Fasteners’ proprietary information.” *Id.* ¶¶ 9, 71. PB Fasteners also alleges that Michael Briles and Robert Briles shared PB Fasteners’ confidential and proprietary information with Briles Aerospace. *Id.* ¶¶ 57, 67. In addition, PB Fasteners claims that Briles Aerospace worked with Boeing to obtain the necessary qualifications to produce the SLEEVbolt® by gaining access to PB Fasteners’ proprietary information through documents, in-person meetings, and telephone calls with Boeing representatives. *Id.* ¶¶ 10, 78. PB Fasteners believes that Briles Aerospace worked with and encouraged Boeing to issue a new Request for Proposal (“RFP”) in September 2018 for a SLEEVbolt® with a minor machined “notch” on the head of the tapered bolt. *Id.* ¶¶ 11, 79-80. Briles Aerospace provided a proposal in response to the RFP and began limited SLEEVbolt® deliveries to Boeing in late 2018. *Id.* ¶¶ 13, 93. PB Fasteners maintains that the “shape of the head of the protruding bolt is irrelevant to the actual functioning of the SLEEVbolt® because it plays no role in the sleeve expansion” and the “notched” SLEEVbolt® “is essentially the same as the SLEEVbolt® that does not contain the notch.” *Id.* ¶¶ 81, 82.

In connection with the RFP, Boeing disclosed to PB Fasteners that it had qualified another manufacturer, Lisi Aerospace Canada, to provide tapered sleeve bolts. (First Am. Cmplt. ¶ 12). Litigation between PB Fasteners and Lisi Aerospace is currently ongoing in Montreal Superior Court. (Doc. 1, at 3 n.2). PB Fasteners claims that Boeing similarly facilitated Lisi Aerospace’s

misappropriation of PB Fasteners' trade secrets. PB Fasteners contends that neither Briles Aerospace or Lisi Aerospace "could have obtained the necessary qualifications without misappropriating PB Fasteners' proprietary information." (First Am. Cmplt. ¶ 12).

On November 9, 2018, PB Fasteners filed a complaint against Briles Aerospace in the United States District Court for the Central District of California. PB Fasteners later filed its First Amended Complaint adding Michael Briles and Robert Briles as defendants. PB Fasteners' First Amended Complaint contains ten causes of action: violation of Defend Trade Secrets Act, 18 U.S.C. §1836 *et seq.* (First Cause of Action against Briles Aerospace); violation of California Uniform Trade Secrets Act, Cal. Civ. Code § 3426 *et seq.* (Second Cause of Action against Briles Aerospace); violation of Lanham Act, 15 U.S.C. § 1051 *et seq.* (Third Cause of Action against Briles Aerospace); violation of California False Advertising Law, Cal. Civ. Code § 17500 (Fourth Cause of Action against Briles Aerospace); violation of California Unfair Competition Law (false advertising), Cal. Civ. Code § 17200 (Fifth Cause of Action against Briles Aerospace); intentional interference with contractual relations (Sixth Cause of Action against Briles Aerospace); violation of California Unfair Competition Law (interference), Cal. Civ. Code § 17200 (Seventh Cause of Action Against Briles Aerospace); intentional interference with prospective business relations (Eighth Cause of Action against Briles Aerospace); breach of contract (Ninth and Tenth Causes of Action against Michael Briles and Robert Briles). (First Am. Cmplt. ¶¶ 110-189).

Boeing is not a party to the action in the Central District of California. On March 7, 2019, PB Fasteners served Boeing with a subpoena to produce documents in connection with the underlying litigation. Boeing objected to the subpoena on various grounds, including relevancy, burdensomeness, and proportionality, on March 19, 2019. After negotiations, PB Fasteners substantially narrowed the number of custodians and date ranges it proposed to be searched. BP

Fasteners and Boeing agreed on seven Boeing custodians whose documents would be searched, six of twelve search terms, and a date range of January 1, 2016 through March 29, 2019. (Doc. 15 at 4; doc. 19 at 1). Boeing's proposal hit on approximately 20,000 documents, while PB Fasteners' proposal hit on approximately 40,000 documents. (Doc. 15 at 4). Boeing states that its proposal to review 20,000 documents will cost approximately \$70,000 and PB Fasteners' additional search terms would impose nearly \$70,000 in extra costs on Boeing. *Id.* at 9. Fact discovery closes on June 28, 2019 in the underlying lawsuit, and the case is set for trial on October 11, 2019. Against this factual backdrop, the Court considers PB Fasteners' motion to enforce its subpoena.

DISCUSSION

Rule 45 of the Federal Rules of Civil Procedure governs subpoenas directed to non-parties. Rule 45(d)(2)(B)(i) provides that a party serving a subpoena may move for an order compelling production in "the court for the district where compliance is required." Fed. R. Civ. P. 45(d)(2)(B)(i). As for relevance, "[t]he scope of material obtainable by a Rule 45 subpoena is as broad as permitted under the discovery rules." *Williams v. Blagojevich*, 2008 WL 68680, at *3 (N.D. Ill. Jan. 2, 2008); *see also* Advisory Committee Notes regarding 1991 Amendments to Rule 45(a)(2) (stating a "non-party witness is subject to the same scope of discovery under this rule as that person would be as a party to whom a request is addressed pursuant to Rule 34."). Rule 26(b)(1) allows "discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case." Fed. R. Civ. P. 26(b)(1). The factors relevant to the proportionality inquiry are "the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit." *Id.*

A party issuing a subpoena must “take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena.” Fed. R. Civ. P. 45(d)(1). Moreover, “[w]hen a third-party is ordered to produce documents pursuant to a subpoena, ‘the presumption is that the responding party must bear the expense of complying with discovery requests,’ including requests for electronic data.” *United States v. Cardinal Growth, L.P.*, 2015 WL 850230, at *2 (N.D. Ill. Feb. 23, 2015) (citation omitted). However, an order requiring compliance “must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.” Fed. R. Civ. P. 45(d)(2)(B)(ii).

At the outset, the Court notes that PB Fasteners’ motion seeks to enforce the subpoena in full, and in this respect, Boeing requests denial of the motion. Boeing’s Response also clarifies, however, that it remains willing to review and produce documents based on its proposed search terms. (Doc. 15 at 2). Thus far, Boeing has not produced any documents in response to the subpoena. At oral argument, PB Fasteners essentially limited its motion to the concessions it offered during the meet and confer process by presenting and relying upon a demonstrative exhibit summarizing the agreements and disputed areas between PB Fasteners and Boeing regarding the scope of the subpoena. (Doc. 19). As a result, the Court addresses the five disputed areas listed in PB Fasteners’ demonstrative exhibit in turn below.

A. Documents Relating to Qualification and Development of Tapered Sleeve Bolt

The first disputed area between PB Fasteners and Boeing relates to the qualification of suppliers and the development and/or manufacture of the tapered sleeve bolt (Subpoena Requests Nos. 1-9, 11-13, and 18). With respect to this first topic, the parties agree on five search terms: BPS-F-228*, BACB31AD*, BACB31AE*, BACB31AF*, and BACB31AG*. The first term is a Boeing part standard that generally incorporates the tapered sleeve bolt. Boeing’s counsel

explained at oral argument that the asterisk at the end of the first term (BPS-F-228) captures a supplemental number associated with each manufacturer, such as Briles Aerospace or Lisi Aerospace. As the Court understands it based on counsel's oral representations, the last four terms refer to Boeing part standard names that only relate to particular tapered sleeve bolts which meet PB Fasteners' dimensions, which prior to September 2018 were only provided by PB Fasteners to Boeing. The different letters at the end of the last four bolt part standards relate to the materials the bolt is made of and the type of head on the bolt. For example, BACB31AD is a term that relates only to protruding head tapered sleeve bolts. (Doc. 1-1, at 50).

Boeing argues that only information relating to Briles Aerospace is relevant to PB Fasteners' claims in the underlying case. Therefore, to limit the number of potentially irrelevant documents to be reviewed, Boeing proposes that the terms "Briles* OR @brilesaerospace.com" (the "Briles search restriction") be included with the standard part searches because it seems unlikely "that a document submitted by or sent to Briles would have no indicia that it originated or went to Briles." (Doc. 1-1, at 56). PB Fasteners contends that Boeing's proposed Briles search restriction would exclude numerous relevant documents. PB Fasteners points to several types of documents that would not be available through Boeing's proposed Briles search restriction: (1) documents relating to Briles Aerospace that do not mention the word "Briles" or were not communicated from or to a Briles Aerospace email address; (2) documents relating to Lisi Aerospace; (3) documents transmitted by Briles Aerospace via Boeing's MessageCourier information exchange system; (4) documents relating to the ability of companies other than Briles Aerospace, including Lisi Aerospace, to duplicate PB Fasteners' dimensions and processes; and (5) Boeing's internal communications relating to PB Fasteners' dimensions and processes, even if not referencing Briles Aerospace. (Doc. 1-1 at 60-61).

In the context presented here, Boeing's proposed Briles search restriction is too limited. Initially, it is important to emphasize the narrow scope of the parties' agreed part standard terms, custodians, and date range (January 1, 2016 through March 29, 2019). PB Fasteners invented the SLEEVbolt® product, which Boeing incorporated into its part standards when it developed the 787 aircraft. Until September 2018, PB Fasteners was the only qualified manufacturer of the SLEEVbolt®. The five part standard search terms are thus, highly specific to PB Fasteners' product and dimensions and unlikely to hit on irrelevant documents given the agreed targeted date range and limited custodians. Moreover, as described above, PB Fasteners has sufficiently demonstrated that relevant documents may exist that do not specifically mention the word "Briles" or the Briles Aerospace email address.

In a discovery dispute such as this, the Court has to reach a balance – a balance on limitations within the search that will yield the largest set of relevant documents along with the smallest set of irrelevant documents. Courts do this, in part, by deciding on appropriate search terms, limiting the number of custodians, and determining an appropriate date range. In most cases, this is a judgment call and one left to the sound discretion of the Court reviewing and resolving the discovery dispute. Moreover, the Court generally has to make these decisions before the search and review is done, and thus it involves a certain degree of foresight about what inputted variables will result in the best possible output. In this case, the Court finds that the date range and the number of custodians already provide sufficient limitations on the search, and when combined with the use of PB Fasteners' part standard terms, the search is sufficiently surgical and targeted. Any further limitations, in the Court's view, runs too great of a risk that relevant documents will be excluded from production.

Boeing also claims that its communications with manufactures other than Briles Aerospace, including Lisi, Fastener Innovation Technology, and Space-Lok (Subpoena Request Nos. 6-9) have limited relevance to the issues in the underlying litigation and should be sought directly from those third parties. The Court disagrees. To succeed on its claim for misappropriation of trade secrets under the California Uniform Trade Secret Act (CUTSA), PB Fasteners must show: “(1) the existence and ownership of a trade secret, and (2) misappropriation of the trade secret.” *Sun Distributing Co., LLC v. Corbett*, 2018 WL 4951966, at *3 (S.D. Cal. Oct. 12, 2018). “A claim for misappropriation under the Defend Trade Secrets Act (“DTSA”) has substantially similar elements.” *Id.* A “trade secret” is defined as information that: (1) derives independent economic value, actual or potential, from not being generally known to, or readily ascertainable through proper means, by another person who can obtain economic value from its disclosure or use and (2) is subject to reasonable efforts to maintain its secrecy. 18 U.S.C. § 1939(3); Cal. Civ. Code § 3426.1(d). Boeing’s communications with fastener suppliers other than Briles Aerospace during the relevant time period is the exact type of information which may show whether PB Fasteners’ dimensions and processes were known outside of PB Fasteners, the extent to which others can re-create the SLEEVBOLT® without Boeing’s help, and whether PB Fasteners’ bolt dimensions could be reverse engineered. For instance, the communications may acknowledge that a trade secret exists as to PB Fasteners’ dimensions and that its dimensions cannot be readily ascertained. The communications may also show Lisi Aerospace’s inability to duplicate the tapered sleeve bolt dimensions without Boeing’s assistance. Thus, evidence showing how the parts standards information unique to PB Fasteners’ product was treated by Boeing and other tapered sleeve bolt manufactures is highly relevant to the existence of a trade secret, an essential element of PB Fasteners’ CUTSA and DTSA claims. Moreover, Boeing’s communications with

Lisi Aerospace are particularly relevant to the trade secret analysis as the only two tapered bolt sleeve manufacturers that Boeing has qualified since September 2018 are Briles Aerospace and Lisi Aerospace. Further, because Boeing is the principal consumer of tapered sleeve bolts, it is the best source for this information relating to the tapered sleeve bolts at issue in this case, rather than subjecting multiple fastener suppliers to subpoenas.

Considering the proportionality factors, the part standard information sought is also proportional to the needs of the case. The Court is mindful that Boeing is a third-party in this matter and not a defendant in the underlying litigation. The Court also recognizes the burden that a Rule 45 subpoena places on a third-party, who has to expend costs and resources to produce documents for a case where it will not ultimately obtain any direct relief.

Nevertheless, the balance of factors weigh in favor of PB Fasteners' proposal. The parties' resources factor favors neither party because there is no imbalance of resources here. PB Fasteners notes that Boeing has over 155,000 employees and in 2018 had over \$100 billion in revenues. (Doc. 16 at 2). On the other hand, Boeing points out that PB Fasteners' corporate parent, Precision Castparts Corp., is wholly-owned by Berkshire Hathway Inc., and is one of the world's largest manufacturers of fasteners and castings for aerospace and other industries. (Doc. 15 at 6).

All the other factors weigh in favor of PB Fasteners' proposed part standard search without the Briles search restriction. First, the importance of the issues at stake in the underlying litigation is high. PB Fasteners alleges that Briles Aerospace misappropriated PB Fasteners' trade secrets, which were the result of many years of investment, research, and development, and disrupted its contractual and business relations with Boeing. Boeing is the dominant consumer in the domestic SLEEVbolt® market, and until late 2018, PB Fasteners was the exclusive manufacturer of the SLEEVbolt® for Boeing. In addition, Boeing is allegedly negotiating a long-term contract with

Briles Aerospace for tapered sleeve bolts that are subject to the contract with PB Fasteners. (First Am. Cmplt. ¶¶ 159, 175).

Second, the amount in controversy is potentially substantial. Although PB Fasteners has not alleged a precise amount of damages in its First Amended Complaint, the SLEEVbolt® “generates the vast majority of PB Fasteners’ revenue.” (First Am. Cmplt. ¶ 109). PB Fasteners claims it has “sustained and will continue to sustain significant harm and damages.” *Id.* ¶¶ 116, 124, 135, 146, 152, 160, 166, 176, 183, 189. Specifically, PB Fasteners alleges that the Briles Defendants’ conduct has caused it serious harm by, among other things, diminishing the value associated with its exclusive manufacture of the SLEEVbolt®, reducing the value of its proprietary information by diminishing its secrecy, misappropriating its industry reputation and goodwill, and diverting Boeing orders for SLEEVbolts® away from PB Fasteners. *Id.* ¶ 108.

Third, Boeing has the most access to the most relevant information. Although Boeing argues that certain responsive communications are equally or more conveniently available from PB Fasteners itself (Request No. 1), one of its divisions (Request No. 2), its corporate parent (Request No. 3), and the Briles Defendants (Request Nos. 4 and 5), other evidence potentially responsive to the part standard searches is in Boeing’s exclusive possession. For example, Boeing’s internal documents and communications relating to the specific part standards would be in the exclusive possession of Boeing even if those documents do not specifically refer to Briles Aerospace. PB Fasteners’ inability to obtain that information from others or through independent means weighs in favor of eliminating the Briles search restriction from the part standard searches.

Finally, part standard term searches without the Briles search restriction do not impose an undue or substantial burden on Boeing. At oral argument, Boeing’s counsel estimated that the bulk of the additional \$70,000 in costs would be the result of the removal of the Briles search

limitation and the addition of the search for documents relating to Lisi Aerospace, which is the third disputed area below. The Court recognizes that reviewing the additional hits generated by removing the Briles search restriction will create some burden, but any such burden is not undue or significant given the limited scope of the requests to the particular dimensions of PB Fasteners' tapered sleeve bolts, the date restrictions and limitations of custodians, the potential probative value of responsive information, and the alleged central role Boeing played in the events at issue in the litigation. Moreover, Boeing has been and will continue to be directly involved in the underlying litigation. Two Boeing employees, Todd Hubbell and Joseph Hinton, provided declarations to Briles Aerospace in opposition to PB Fasteners' preliminary injunction motion and many Boeing witnesses will be deposed and testify at trial. (Doc. 16 at 2). For these reasons, the likely benefit of removing the Briles search restriction greatly outweighs the additional expense imposed on Boeing in producing responsive documents.

Under all of these circumstances, the balance of the proportionality factors weigh in favor of PB Fasteners' search proposal. Accordingly, PB Fasteners' motion to enforce is granted with regard to the first disputed area.

B. Dimensional Submissions by Briles Aerospace to Boeing

As to the second disputed area, PB Fasteners seeks all submissions of tapered sleeve bolt dimensions by Briles Aerospace to Boeing (Subpoena Request Nos. 4, 5, 12). PB Fasteners proposes the five part standard terms without the Briles search restriction. Boeing has proposed no other search terms for identifying all submissions of dimensions by Briles Aerospace unless they are captured by the five part standard terms with the Briles search restriction. Again, Boeing's proposed search scope is too narrow. The tapered sleeve bolt dimensional submissions by Briles Aerospace to Boeing go to the heart of PB Fasteners' misappropriation claims. Boeing's counsel

acknowledged at oral argument that the dimensional submissions given by Briles Aerospace to Boeing are relevant for purposes of PB Fasteners' case against the Briles Defendants. Boeing's counsel argued, however, that Briles Aerospace should have a copy its dimensional submissions submitted to Boeing. Boeing also contends that PB Fasteners' presumption that information Boeing received from Briles Aerospace through Boeing's MessageCourier system would not contain the word "Briles" is speculation.

Contrary to Boeing's position, discovery to date in the underlying case demonstrates that Briles Aerospace submitted documents with dimensional data to Boeing which do not include the terms "Briles* or @brilesaerospace.com." At oral argument, PB Fasteners' counsel explained that dimensional submissions to Boeing are generally Excel spreadsheets with a list of dimensions which may not necessarily contain any reference to Briles Aerospace. PB Fasteners' counsel represented that a document produced in discovery shows that Briles Aerospace submitted dimensions in the form of a spreadsheet which mentions the part standard terms but does not include the terms "Briles* or @brilesaerospace.com." PB Fasteners' counsel also stated that Michael Briles testified at his deposition that he submitted several versions of Briles Aerospace's tapered sleeve bolt dimensions to Boeing through its MessageCourier system, he no longer has access to those submissions, and he did not retain a copy of those submissions. Further, as explained above, the removal of the Briles search restriction does not impose an undue burden on Boeing. As a result and in light of the evidence that Briles Aerospace does not possess all of its dimensional submissions of its proposed tapered sleeve bolt and the potential that Boeing's search protocol would not capture all of these highly relevant documents even if they do not explicitly reference Briles Aerospace, PB Fasteners' motion to enforce is granted with respect to the second disputed area.

C. Boeing's Documents Relating to Lisi Aerospace

The third disputed area concerns PB Fasteners' request for documents relating to Lisi Aerospace (Subpoena Request Nos. 6, 12). PB Fasteners proposes two custodians, a date range of September 1, 2015 to the present, and the term "Lisi" with other taper sleeve bolt terms or "notch*", or "dimension*", or "diameter*". (Doc. 19 at 2). At oral argument, PB Fasteners' counsel explained that this search has a slightly different date range because Lisi Aerospace and Boeing started interacting with respect to a tapered sleeve bolt at an earlier date. Boeing repeats its argument that documents relating to Lisi Aerospace are not relevant to the claims and defenses at issue in the underlying litigation and in any event, should be sought directly from Lisi Aerospace. But, as discussed above, documents relating to the ability of other manufacturers to develop and manufacture the tapered sleeve bolt is highly relevant to whether PB Fasteners' dimensions and processes were generally known or readily ascertainable, whether its tapered sleeve bolt dimensions could have been reverse engineered, and whether its information was treated as confidential and proprietary. Thus, the Lisi Aerospace information is directly relevant to the existence of a trade secret, a key disputed issue in the underlying case. Also, as explained above, Boeing is the best source for documents relating to the development of the tapered sleeve bolt by other fastener manufacturers, including Lisi Aerospace. Regarding burden, PB Fasteners' proposal regarding information relating to Lisi Aerospace would yield between 10,300 and 14,048 additional documents. (Doc. 15-1 at 7). Considering Boeing's alleged role in the events of the case and the central importance of this information to PB Fasteners' misappropriation claims, the Court finds that the burden imposed by reviewing these additional documents related to Lisi Aerospace is not undue or significant.

D. Boeing's Purchasing Information

The next disputed area involves PB Fasteners' request for Boeing's purchase information for tapered sleeve bolts which meet PB Fasteners' dimensions (Subpoena Request Nos. 15-17). PB Fasteners seeks production of all Boeing purchase orders or transactional data relating to any manufacturer of tapered sleeve bolts for the period beginning January 1, 2017. PB Fasteners also requests documents from January 1, 2017 to the present relating to projected purchases of tapered sleeve bolts for Boeing aircraft. Boeing argues that its tapered sleeve bolt purchasing information with Briles Aerospace may be obtained directly from Briles Aerospace.

Boeing's purchasing information related to tapered sleeve bolts that meet PB Fasteners' dimensions is highly relevant to PB Fasteners' damages claims as it may indicate lost purchase opportunities. Boeing's total demand for tapered sleeve bolts is also relevant to its claim that Briles Aerospace has disrupted PB Fasteners' contract with Boeing which requires Boeing to purchase 90% of its SLEEVbolt® requirements from PB Fasteners. Boeing is the most logical and direct source of information relating to its purchases and the overall demand for tapered sleeve bolts because it is the only customer of tapered sleeve bolts manufactured by Briles Aerospace, Lisi Aerospace, and PB Fasteners. To the extent some of the information sought could be obtained directly from Briles Aerospace and Lisi Aerospace, it is more expedient for Boeing to produce the information. Boeing's suggestion at oral argument that PB Fasteners can rely in part on its own sales forecasting and estimates of the size of the market to calculate damages is rejected as PB Fasteners' sales forecasts and estimates are not an adequate substitute for the actual lost purchase orders and total demand. Boeing has provided no estimate or evidentiary support showing how much time or expense would be involved in responding to PB Fasteners' requests for purchasing

information and therefore, its burdensome objection is overruled in this regard. PB Fasteners' motion to enforce is granted as to the fourth disputed area.

E. Boeing's Communications with Briles Aerospace's Counsel

The fifth and final area of disputed documents includes Boeing's communications with Briles Aerospace's counsel from January 1, 2017 to the present relating to the litigation between PB Fasteners and Briles Aerospace. Boeing asserts that a common interest privilege with Briles Aerospace covers the documents at issue. The common interest doctrine is "an exception to the rule that no privilege attaches to communications between a client and an attorney in the presence of a third person." *United States v. BDO Seidman, LLP*, 492 F.3d 806, 815 (7th Cir. 2007). The doctrine applies "where the parties undertake a joint effort with respect to a common legal interest, and the doctrine is limited strictly to those communications made to further an ongoing enterprise." *Id.* at 816.

Boeing's blanket claim of privilege over its communications with Briles Aerospace's counsel is insufficient to deny production. *United States v. BDO Seidman*, 337 F.3d 802, 811 (7th Cir. 2003) ("The mere assertion of a privilege is not enough; instead, a party that seeks to invoke the attorney-client privilege has the burden of establishing all of its essential elements."). Rule 45(e)(2)(A) requires an entity withholding subpoenaed information under a claim of privilege or work product to (1) "expressly make the claim" and (2) "describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim." Fed. R. Civ. P. 45(e)(2)(A). Without a privilege log, neither PB Fasteners nor the Court can assess Boeing's claim of privilege.

However, at this time, the Court will exercise its discretion and order that Boeing either produce or log communications with Briles Aerospace's counsel up to the date of the filing of PB Fastener's Complaint. Ordering review and production of communications post-Complaint runs the risk of including too many irrelevant documents being swept into the review, such as communications relating to the availability of witnesses, scheduling matters, document production, and other communications between counsel in the normal course of managing litigation that have nothing to do with the underlying merits of PB Fasteners' claims.

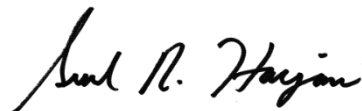
As required by Rule 45(e)(2)(A), Boeing shall produce a privilege log for any communications that it believes are protected. *Wi-LAN v. LG Electronics, Inc.*, 2011 WL 148058, at *4 (N.D. Ill. Jan. 18, 2011) (declining "to quash the entire subpoena on such a sweeping claim of privilege . . . the better approach is to allow CFIR/Perri to simply assert their privileges document-by-document.") If they are not protected, Boeing shall produce responsive documents in accordance with the limitations described above.

CONCLUSION

For these reasons, PB Fasteners' Motion to Enforce Subpoena for the Production of Documents Issued to The Boeing Company [1] is granted in part and denied in part. Boeing shall comply with this Opinion, including production of a privilege log, by June 18, 2019. Documents produced in response to the subpoena shall be subject to the protective order in the underlying case. A status hearing is set for June 20, 2019 at 9:15 a.m.

SO ORDERED.

Dated: June 7, 2019



Sunil R. Harjani
United States Magistrate Judge

EXHIBIT 8

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 9

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 10

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 11

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 12

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 13

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 14

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 15

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 16

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 17

***TO BE FILED UNDER SEAL
APPLICATION PENDING***

EXHIBIT 18

William Molinski, SBN 145186
wmolinski @orrick.com
Alyssa Caridis, SBN 260103
acaridis@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
777 South Figueroa Street, Suite 3200
Los Angeles, CA 90017
Telephone: (213) 629-2020
Facsimile: (213) 612-2499

Attorneys for Defendant Robert Briles

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SPS TECHNOLOGIES, LLC d/b/a/
PB FASTENERS,

Plaintiff,

v.

BRILES AEROSPACE, INC.,
MICHAEL BRILES, and ROBERT
BRILES,

Defendants.

Case No. 2:18-cv-09536-MWF-AS

**DEFENDANT ROBERT BRILES'
RESPONSES TO PLAINTIFF
SPS TECHNOLOGIES, LLC'S
FIRST SET OF INTERROGATORIES**

1 PROPOUNDING PARTY: Plaintiff SPS Technologies, LLC

2 RESPONDING PARTY: Defendant Robert Briles

3 SET. NO.: One (1)

4 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure
5 (“Fed. R. Civ. P.” or “Rule”) and Rules 26 and 33 of the Local Rules of the
6 United States District Court for the Central District of California, Defendant
7 Robert Briles (“Mr. Briles”) hereby responds to Plaintiff SPS Technologies,
8 LLC’s (“PB Fasteners” or “Plaintiff”) First Set of Interrogatories (the
9 “Interrogatories”) as follows:

10 **PRELIMINARY STATEMENT**

11 The following responses are based upon the facts, documents, and
12 information presently known and available to Mr. Briles. Discovery,
13 investigation, research, and analysis are ongoing, and may disclose the
14 existence of additional facts or documents, add meaning to known facts or
15 documents, or lead to additions, variations, or changes to these responses.

16 Without obligating himself to do so, except to the extent required under
17 the Fed. R. Civ. P., Mr. Briles reserves the right to change or supplement these
18 responses under Fed. R. Civ. P. 26(e) as additional facts or documents are
19 discovered, revealed, recalled, or otherwise ascertained, and as further analysis,
20 research, investigation, and discovery disclose additional facts, documents,
21 interpretations, contentions, and/or legal theories which may apply. Mr. Briles
22 specifically reserves the right to utilize any and all subsequently discovered
23 documents, information, or evidence at any later state of these proceedings.

24 The objections set forth below are intended to apply to all information
25 and documents produced or provided pursuant to these requests. All objections
26 to definitions and instructions are applicable as if specifically set forth in each
27 response to individual requests for production. Furthermore, these responses do
28 not in any way waive any objections by Mr. Briles, in this or in any subsequent

1 proceedings, on any grounds, including objections as to the competency,
2 relevancy, materiality, privilege, or admissibility of the responses, or the subject
3 matter thereof.

4 Any response provided herein stating that information, documents, and
5 things will be produced is to be construed as referring only to responsive
6 information, documents, and things that are not otherwise subject to any
7 specific objection noted below. Moreover, such a statement with respect to any
8 request is not a representation that any such information, documents, or things
9 exist, but only that Mr. Briles will conduct a reasonably diligent search of the
10 materials within his possession, custody, and control, and will produce
11 responsive, non-privileged information, documents, or things if any are
12 discovered as a result of that search. For the sake of clarity, and consistent with
13 Rule 34, any response or objection to the production of material is not a
14 representation that materials are actively being withheld from production, but
15 rather a representation regarding the universe of material that will be subject to
16 a reasonable search, from which any production may be made.

17 **OBJECTIONS TO DEFINITIONS**

18 1. Mr. Briles objects to PB Fasteners' definition of "Briles
19 Aerospace" as rendering the requests in which they appear overly broad, unduly
20 burdensome, and calling for the production of information not within
21 Mr. Briles' possession, custody, or control because they make reference to
22 people and entities which are not currently employees of or otherwise known by
23 Mr. Briles to be under Briles Aerospace's control. Mr. Briles will interpret
24 "Briles Aerospace" to refer to the company currently known as Briles
25 Aerospace, Inc. along with its current employees and officers.

26 2. Mr. Briles objects to PB Fasteners' definition of "PB Fasteners" as
27 rendering the requests in which they appear overly broad, unduly burdensome,
28 and calling for the production of information not within Mr. Briles' possession,

1 custody, or control because they make reference to people and entities which
2 are not currently employees of or otherwise known by Mr. Briles to be under
3 PB Fasteners' control. Mr. Briles will interpret "PB Fasteners" to refer to the
4 company currently known as SPS Technologies, LLC d/b/a PB Fasteners, along
5 with its current employees and officers.

6 **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

7 **INTERROGATORY NO. 1:**

8 Describe in detail any and all trade secret, confidential, and/or proprietary
9 information relating to tapered sleeve bolts that Paul R. Briles, Inc. sold or
10 otherwise transferred to SPS Technologies, LLC in connection with the APA.

11 **RESPONSE TO INTERROGATORY NO. 1:**

12 Mr. Briles objects to this Interrogatory to the extent it calls for a legal
13 conclusion with respect to "trade secret." Mr. Briles objects to this Interrogatory
14 to the extent it seeks information protected by the attorney-client privilege or
15 work-product doctrine or any other privilege. Mr. Briles further objects to this
16 Interrogatory as vague and ambiguous with respect to the terms "trade secret,"
17 "proprietary," "in connection with," and "transferred." Mr. Briles further
18 objects to this Interrogatory as overbroad and unduly burdensome insofar as it
19 purports to seek "any and all" information relating to tapered sleeve bolts,
20 without any attempt to tailor the Interrogatory to relevant information.

21 Subject to and without waiving the foregoing objections, despite a
22 reasonable inquiry and good faith investigation, Mr. Briles does not know of
23 trade secret, confidential, and/or proprietary information relating to tapered
24 sleeve bolts that Paul R. Briles, Inc. sold or otherwise transferred to SPS
25 Technologies, LLC in connection with the APA.

26 //

27 //

28 //

1 **INTERROGATORY NO. 2:**

2 Describe in detail any and all trade secret, confidential, and/or proprietary
3 information relating to tapered sleeve bolts that you developed, learned, or
4 otherwise acquired during your employment at Paul R. Briles, Inc.

5 **RESPONSE TO INTERROGATORY NO. 2:**

6 Mr. Briles objects to this Interrogatory to the extent it calls for a legal
7 conclusion with respect to “trade secret.” Mr. Briles objects to this Interrogatory
8 as vague and ambiguous with respect to the terms “trade secret,” “proprietary,”
9 “developed,” “learned,” and “acquired.” Mr. Briles further objects to this
10 Interrogatory as overbroad with respect to the time-period. Mr. Briles further
11 objects to this Interrogatory as overbroad and unduly burdensome insofar as it
12 purports to seek “any and all” information relating to tapered sleeve bolts,
13 without any attempt to tailor the Interrogatory to relevant information.

14 Subject to and without waiving the foregoing objections, despite a
15 reasonable inquiry and good faith investigation, Mr. Briles does not know of
16 trade secret, confidential, and/or proprietary information of Paul R. Briles, Inc.
17 relating to tapered sleeve bolts that he developed, learned, or otherwise acquired
18 during his employment there. Mr. Briles was periodically provided with
19 information designated as proprietary by various customers, including Boeing
20 and Northrop Grumman Corporation, during his employment at Paul R. Briles,
21 Inc.

22 **INTERROGATORY NO. 3:**

23 For each trade secret, confidential, and/or proprietary information
24 described in response to Interrogatory No. 1 and/or Interrogatory No. 2,
25 describe in detail any and all efforts to maintain the confidentiality of such
26 information at Paul R. Briles, Inc.

27 //

28 //

1 **RESPONSE TO INTERROGATORY NO. 3:**

2 Mr. Briles objects to this Interrogatory to the extent it calls for a legal
3 conclusion with respect to “trade secret.” Mr. Briles objects to this Interrogatory
4 as vague and ambiguous with respect to the terms “trade secret,” “proprietary,”
5 and “efforts.” Mr. Briles further objects to this Interrogatory as overbroad with
6 respect to the time-period. Mr. Briles further objects to this Interrogatory as
7 overbroad and unduly burdensome insofar as it purports to seek “any and all
8 efforts.”

9 Subject to and without waiving the foregoing objections, Mr. Briles
10 recalls that at one time documents designated as confidential by customers were
11 kept and locked in a separate room at the Paul R. Briles, Inc. facility.

12 **INTERROGATORY NO. 4:**

13 Describe in detail any and all representations that you made in
14 connection with the APA relating to the trade secret, confidential, and/or
15 proprietary information of Paul R. Briles, Inc., including without limitation
16 representations made to SPS Technologies, LLC and/or the Federal Trade
17 Commission.

18 **RESPONSE TO INTERROGATORY NO. 4:**

19 Mr. Briles objects to this Interrogatory to the extent it calls for legal
20 conclusion with respect to “trade secret.” Mr. Briles objects to this Interrogatory
21 to the extent it seeks information protected by the attorney-client privilege or
22 work-product doctrine or any other privilege. Mr. Briles further objects to this
23 Interrogatory as vague and ambiguous with respect to the terms “trade secret,”
24 “proprietary,” “in connection with,” and “representations.” Mr. Briles further
25 objects to this Interrogatory as overbroad and unduly burdensome insofar as it
26 purports to seek “any and all representations,” without any attempt to tailor the
27 Interrogatory to relevant information. Mr. Briles further objects to this
28 Interrogatory to the extent it seeks information not relevant to a claim or a

1 defense of a party. Therefore, Mr. Briles limits his response to any
2 representations that he made in connection with the APA relating to any trade
3 secret information of Paul R. Briles, Inc.

4 Subject to and without waiving the foregoing objections, Mr. Briles
5 responds that he does not recall any representations that he made in connection
6 with the APA relating to trade secret information or Paul R. Briles, Inc.

7 **INTERROGATORY NO. 5:**

8 Describe in detail any and all documents that you have requested and/or
9 received from counsel to Paul R. Briles, Inc. from January 1, 2015 to the
10 present that relate in any way to PB Fasteners, the APA, and/or tapered sleeve
11 bolts.

12 **RESPONSE TO INTERROGATORY NO. 5:**

13 Mr. Briles objects to this Interrogatory as vague and ambiguous with
14 respect to the term “relate.” Mr. Briles objects to this Interrogatory as overbroad
15 and unduly burdensome insofar as it purports to seek “any and all documents,”
16 without any attempt to tailor the Interrogatory to relevant information.
17 Mr. Briles further objects to this Interrogatory to the extent it seeks information
18 not relevant to a claim or a defense of a party. Mr. Briles further objects to this
19 Interrogatory as overbroad and unduly burdensome insofar as it purports to seek
20 a description of “any and all documents” over the course of 5 years, beginning
21 from an irrelevant date. Mr. Briles further objects to this Interrogatory to the
22 extent it seeks information protected by the attorney-client privilege or work-
23 product doctrine or any other privilege.

24 Subject to and without waiving the foregoing obligations, Mr. Briles
25 responds that he has received several boxes of documents from counsel to
26 Paul R. Briles, Inc. that relate to the APA and/or tapered sleeve bolts. This
27 includes drafts of the APA, communications with counsel concerning the APA,
28 communications with the Federal Trade Commission, due diligence documents,

1 and various other agreements. Based on the foregoing objections, Mr. Briles
2 reserves the right to not provide any privileged information contained within
3 those boxes. Further, the Court has already found that these files include
4 documents with limited or no relevance to this lawsuit.

5 **INTERROGATORY NO. 6:**

6 Describe in detail your involvement with Briles Aerospace, including
7 without limitation any activity, service, and/or task that you have requested,
8 performed, supervised, and/or observed at Briles Aerospace.

9 **RESPONSE TO INTERROGATORY NO. 6:**

10 Mr. Briles objects to this Interrogatory as vague and ambiguous with
11 respect to the terms “involvement,” “activity,” “service,” “task,” “requested,”
12 “performed,” “supervised,” and “observed.” Without clarification as to the term
13 “involvement,” Mr. Briles objects to this Interrogatory as argumentative insofar
14 as it assumes Mr. Briles was involved with Briles Aerospace. Mr. Briles further
15 objects to this Interrogatory as overbroad and unduly burdensome insofar as it
16 purports to seek “any” involvement, without any attempt to tailor the
17 Interrogatory to relevant information.

18 Subject to and without waiving the foregoing objections, Mr. Briles
19 responds that he was neither employed by Briles Aerospace nor did he have any
20 “involvement” with that Company, as he understands that term in the context of
21 this Request. Mr. Briles did provide a loan to his nephew, Michael Briles, for
22 use at Briles Aerospace. Mr. Briles also occasionally visited his nephew and
23 friends at Briles Aerospace and while there, would have seen people working
24 on machines or installing equipment.

25 **INTERROGATORY NO. 7:**

26 Describe in detail any and all loans and/or money transfers that you have
27 made to Briles Aerospace, including without limitation the amount of any such
28 loan and/or money transfer, any collateral or security related to any such loan

1 and/or money transfer, the terms and/or conditions of any such loan and/or
2 money transfer, the date on which any such loan and/or money transfer was
3 made, and the date of repayment of any such loan and/or money transfer.

4 **RESPONSE TO INTERROGATORY NO. 7:**

5 Mr. Briles objects to this Interrogatory as overbroad with respect to the
6 terms “any and all.” Mr. Briles objects to this Interrogatory to the extent it seeks
7 information not relevant to a claim or a defense of a party.

8 Subject to and without waiving the foregoing objections, Mr. Briles
9 responds that pursuant to Rule 33(d), the information requested in the
10 Interrogatory may be determined by examining the loan agreement between Mr.
11 Briles and Briles Aerospace. The loan agreement has been produced in Mr.
12 Briles’ supplemental document production at Begin Bates Nos. RB003201,
13 RB003204, RB0003214, and RB003219.

14 **INTERROGATORY NO. 8:**

15 Identify by Bates Number any and all documents produced by you in this
16 litigation that were created during your employment at Paul R. Briles, Inc.
17 and/or by PB Fasteners.

18 **RESPONSE TO INTERROGATORY NO. 8:**

19 Mr. Briles objects to this Interrogatory as vague and ambiguous with
20 respect to the term “created.” Mr. Briles objects to this Interrogatory as
21 irrelevant, unduly burdensome, and not proportional to the needs of the case to
22 the extent that they are inconsistent with Rules 26 and 34.

23 Based on the foregoing objections, Mr. Briles reserves the right to not
24 provide such information.

25 **INTERROGATORY NO. 9:**

26 For each trade secret, confidential, and/or proprietary information
27 described in response to Interrogatory No. 1 and/or Interrogatory No. 2,
28 describe in detail any disclosure of such information by you, including without

1 limitation the identity of the receiving person and/or entity, the date of
2 disclosure, the circumstances surrounding the disclosure, and any money and/or
3 benefit provided to you in exchange for the disclosure.

4 **RESPONSE TO INTERROGATORY NO. 9:**

5 Mr. Briles objects to this Interrogatory to the extent it calls for legal
6 conclusion with respect to “trade secret.” Mr. Briles objects to this Interrogatory
7 to the extent it seeks information protected by the attorney-client privilege or
8 work-product doctrine or any other privilege. Mr. Briles further objects to this
9 Interrogatory as vague with respect to the time-period. Mr. Briles further
10 objects to this Interrogatory as vague and ambiguous with respect to the terms
11 “trade secret,” “proprietary,” “disclosure” and “benefit.” Mr. Briles further
12 objects to this Interrogatory as overbroad and unduly burdensome insofar as it
13 purports to seek “any disclosure,” without any attempt to tailor the
14 Interrogatory to relevant information.

15 Subject to and without waiving the foregoing objections, Mr. Briles
16 responds that this Interrogatory is not applicable based on his responses to
17 Interrogatory No. 1 and Interrogatory No. 2.

18 **INTERROGATORY NO. 10:**

19 Describe in detail any and all communications between you, on the one
20 hand, and Briles Aerospace and/or Michael Briles, on the other hand, relating to
21 tapered sleeve bolts from January 1, 2015 to the present, including without
22 limitation the development of tapered sleeve bolts, the qualification to
23 manufacture tapered sleeve bolts for Boeing, and/or the sale of tapered sleeve
24 bolts.

25 **RESPONSE TO INTERROGATORY NO. 10:**

26 Mr. Briles objects to this Interrogatory as vague and ambiguous with
27 respect to the terms “communications,” “development,” and “qualification.”
28 Mr. Briles objects to this Interrogatory as overbroad and unduly burdensome

1 insofar as it purports to seek “any and all communications ... relating to tapered
2 sleeve bolts” over four years ago, beginning from an irrelevant date, without
3 any attempt to tailor the Interrogatory to relevant information.

4 Subject to and without waiving the foregoing objections, Mr. Briles
5 responds that he recalls having had conversations with his nephew, Michael
6 Briles, from time to time between January 1, 2015 to the present concerning
7 Briles Aerospace’s efforts to qualify to manufacture tapered sleeve bolts for
8 Boeing. Mr. Briles does not recall the details of these communications.

9 **INTERROGATORY NO. 11:**

10 Describe your involvement with, participation in, and/or knowledge of
11 the negotiation of any contract with Boeing relating to qualification and/or
12 tapered sleeve bolts.

13 **RESPONSE TO INTERROGATORY NO. 11:**

14 Mr. Briles objects to this Interrogatory as vague and ambiguous with
15 respect to the terms “involvement with,” “participation in,” and “knowledge.”
16 Mr. Briles objects to this Interrogatory as vague with respect to the time-period.
17 Mr. Briles further objects to this Interrogatory as overbroad and unduly
18 burdensome insofar as it purports to seek “any contract” over an unspecified
19 time-period, without any attempt to tailor the Interrogatory to relevant
20 information. Mr. Briles further objects to this Interrogatory to the extent it seeks
21 information not relevant to a claim or a defense of a party. Therefore, Mr. Briles
22 limits his answer to those contracts with Boeing following the APA and those in
23 which he had direct involvement.

24 Subject to and without waiving the foregoing objections, Mr. Briles
25 responds that he has had no direct involvement with Boeing following the APA.

26 **INTERROGATORY NO. 12:**

27 Describe in detail any and all communications between you, on the one
28 hand, and Boeing, on the other hand, from January 1, 2015 to the present.

RESPONSE TO INTERROGATORY NO. 12:

Mr. Briles objects to this Interrogatory as vague and ambiguous with respect to the terms “communications.” Mr. Briles objects to this Interrogatory as overbroad and unduly burdensome insofar as it purports to seek “any and all communications,” beginning from an irrelevant date, without any attempt to tailor the Interrogatory to relevant information. Mr. Briles further objects to this Interrogatory to the extent it seeks information not relevant to a claim or a defense of a party.

Subject to and without waiving the foregoing objections, Mr. Briles responds that he has had no communications with Boeing from January 1, 2015 to the present.

INTERROGATORY NO. 13:

Describe in detail any and all money that you received in connection with the APA, including without limitation the amount of money you received and the date on which you received the money.

RESPONSE TO INTERROGATORY NO. 13:

Mr. Briles objects to this Interrogatory as vague and ambiguous with respect to the terms “in connection with.” Mr. Briles objects to this Interrogatory to the extent it seeks information not relevant to a claim or a defense of a party.

Subject to and without waiving the foregoing objections, Mr. Briles responds that pursuant to Rule 33(d), the information requested in this Interrogatory may be determined by examining the bank transfer documents. The bank transfer documents have been produced in Mr. Briles’ document production at Begin Bates Nos. RB002425 and RB002426.

//

//

//

1 **INTERROGATORY NO. 14:**

2 Describe in detail any and all expenditures, distributions, and/or
3 investments you have made with the money described in response to
4 Interrogatory No. 13.

5 **RESPONSE TO INTERROGATORY NO. 14:**

6 Mr. Briles objects to this Interrogatory as vague and ambiguous with
7 respect to the “expenditures,” distributions,” and “investments.” Mr. Briles
8 objects to this Interrogatory as overbroad, oppressive, and unduly burdensome
9 insofar as it purports to seek “any and all expenditures, distributions, and/or
10 investments” Mr. Briles has made with money that he received in connection
11 with the APA over the course of eight years, without any attempt to tailor the
12 Interrogatory to relevant information. Mr. Briles further objects to this
13 Interrogatory to the extent it seeks information not relevant to a claim or a
14 defense of a party.

15 Based on the foregoing objections, Mr. Briles reserves the right to not
16 provide such information.

17 **INTERROGATORY NO. 15:**

18 Describe in detail any and all financial and/or ownership interest that you
19 have in Briles Aerospace, including without limitation any shares of capital
20 stock and/or percentage of ownership interest.

21 **RESPONSE TO INTERROGATORY NO. 15:**

22 Mr. Briles objects to this Interrogatory as vague and ambiguous with
23 respect to the terms “financial ... interest” and “ownership interest.” Mr. Briles
24 objects to this Interrogatory to the extent it seeks information not relevant to a
25 claim or a defense of a party.

26 Subject to and without waiving the foregoing objections, Mr. Briles
27 responds that he has no financial and/or ownership interest in Briles Aerospace.

28 //

1 **INTERROGATORY NO. 16:**

2 Describe in detail any communications between you, on the one hand,
3 and any former employee of PB Fasteners who now works at Briles Aerospace,
4 on the other hand, relating to employment at PB Fasteners, employment at
5 Briles Aerospace, and/or tapered sleeve bolts.

6 **RESPONSE TO INTERROGATORY NO. 16:**

7 Mr. Briles objects to this Interrogatory as vague with respect to time-
8 period. Mr. Briles objects to this Interrogatory to the extent it seeks information
9 not relevant to a claim or a defense of a party. Mr. Briles further objects to this
10 Interrogatory as overbroad and unduly burdensome insofar as it purports to seek
11 “any communication” over an unspecified time-period, without any attempt to
12 tailor the Interrogatory to relevant information. Therefore Mr. Briles limits his
13 answer to oral conversations between himself and any former employee of PB
14 Fasteners who now works at Briles Aerospace relating to tapered sleeve bolts
15 after their employment with PB Fasteners.

16 Subject to and without waiving the foregoing objections, Mr. Briles
17 incorporates by reference the conversations referenced in his response to
18 Interrogatory No. 10. In addition, he recalls having a conversation with
19 Michael Briles regarding a public source for Taper-Lock Gauges. Aside from
20 those instances, Mr. Briles responds that he has no recollection of any other
21 conversations with any former employee of PB Fasteners who now works at
22 Briles Aerospace relating to tapered sleeve bolts after their employment with
23 PB Fasteners.

24 **INTERROGATORY NO. 17:**

25 Describe in detail any and all trade secrets that PB Fasteners licensed to
26 SPS Jenkintown.

27 //

28 //

1 **RESPONSE TO INTERROGATORY NO. 17:**

2 Mr. Briles objects to this Interrogatory to the extent it calls for legal
3 conclusion with respect to “trade secret.” Mr. Briles objects to this Interrogatory
4 as vague with respect to time-period. Mr. Briles further objects to this
5 Interrogatory as overbroad and unduly burdensome insofar as it purports to seek
6 “any and all trade secrets” over an unspecified time period, without any attempt
7 to tailor the Interrogatory to relevant information.

8 Subject to and without waiving the foregoing objections, Mr. Briles
9 responds that he does not know of any trade secrets that PB Fasteners licensed
10 to SPS Jenkintown.

11 **INTERROGATORY NO. 18:**

12 For each and every Request for Admission served by PB Fasteners that
13 you deny, describe in detail the complete factual basis for your denial.

14 **RESPONSE TO INTERROGATORY NO. 18:**

15 Mr. Briles objects to this Interrogatory as overbroad, oppressive, and
16 unduly burdensome insofar as it purports to seek the “complete factual basis for
17 every denial” of 475 Requests for Admission. Mr. Briles objects to this
18 Interrogatory to the extent it seeks information not relevant to a claim or a
19 defense of a party. Mr. Briles further objects to this Interrogatory as compound
20 insofar as it requests information for multiple classes of goods since the
21 Requests for Admission involve multiple topics.

22 This Interrogatory contains *hundreds* of discrete subparts and, therefore,
23 exceeds the 25-limit pursuant to Rule 33(a)(1). In *Safeco of America v.*
24 *Rawstron*, the court found that an interrogatory requesting disclosure of “all the
25 information on which the denials of each request for admissions were based”
26 counted as multiple interrogatories for purposes of the numerical limit on
27 interrogatories because allowing such an interrogatory would essentially
28 transform each request for admission into an interrogatory not subject to the

1 numerical limit. 181 F.R.D. 441, 442 (C.D. Cal. 1998); *see also Makeaff v.*
2 *Trump University LLC*, No. 10-CV-0940-GPC (WVG), 2014 WL 3490356, *2,
3 *7 (S.D. Cal. Jul. 11, 2014); *Hahn v. Rothman*, No. CV 09-249 ODW (FFMx),
4 2010 WL 11526734, *2 (C.D. Cal. Jun. 11, 2010). As such, there is a strong
5 presumption that each underlying request for admission constitutes a separately
6 countable subpart. *Safeco of America*, 181 F.R.D. at 445.

7 Mr. Briles anticipates denying over 100 Requests for Admissions. These
8 Requests relate to various discrete topics including, but not limited to, bolts,
9 dimensions, documents, various conversations during and after Mr. Briles'
10 employment with PB Fasteners, the APA, the loan agreement, and Paul R.
11 Briles, Inc. Each of these topics also contain discrete subparts. Thus, Mr. Briles
12 objects to this Interrogatory as it exceeds the numerical limit of 25 in Rule
13 33(a)(1).

14 Based on the foregoing objections, Mr. Briles reserves the right to not
15 provide such information.

16
17 DATED: June 28, 2019

ORRICK, HERRINGTON & SUTCLIFFE LLP

18 By /s/ Alyssa Caridis

19 William Molinski

20 Alyssa Caridis

21 Attorneys for Defendant Robert Briles
22
23
24
25
26
27
28

PROOF OF SERVICE

I, Amy Maruska, am over the age of eighteen years and not a party to the within-entitled action. My business address is Orrick, Herrington & Sutcliffe LLP, 777 S. Figueroa Street, Suite 3200, Los Angeles, California 90017.

On June 28, 2019, I served the following document(s):

DEFENDANT ROBERT BRILES' RESPONSES TO PLAINTIFF SPS TECHNOLOGIES, LLC'S FIRST SET OF INTERROGATORIES

By Electronic Mail: By transmitting said document(s) to the email addresses listed below. The transmission was reported as complete and without error:

SERVICE LIST

Matthew Donald Umhofer, Esq. Attorneys for
Elizabeth Anne Mitchell, Esq. SPS Technologies, LLC
SPERTUS LANDES AND UMHOFFER LLP
1990 South Bundy Drive, Suite 705
Los Angeles, CA 90025
matthew@spertuslaw.com
emitchell@spertuslaw.com

Bruce R. Genderson, Esq. Attorneys for
Thomas H. L. Selby, Esq. SPS Technologies, LLC
Daniel P. Shanahan, Esq.
Joseph Q. Wood, Esq.
William B. Snyderwine, Esq.
Michelle L. Hood, Esq.
WILLIAMS AND CONNOLLY LLP
725 Twelfth Street, N.W.
Washington, DC 20005
bgenderson@wc.com
tselby@wc.com
dshanahan@wc.com
jwood@wc.com
wsnyderwine@wc.com
mhood@wc.com

1 Christopher Mathews, Esq.

2 Duane Lyons, Esq.

3 Tigran Guledjian, Esq.

4 Jason Frank Lake, Esq.

5 Nima Hefazi, Esq.

6 Patrick Schmidt, Esq.

7 Richard H. Doss, Esq.

8 **QUINN EMANUEL URQUHART &
SULLIVAN LLP**

9 865 S. Figueroa St., 10th Floor

10 Los Angeles, California 90017

11 chrismathews@quinnemanuel.com

12 duanelyons@quinnemanuel.com

13 tigranguledjian@quinnemanuel.com

14 jasonlake@quinnemanuel.com

15 nimahefazi@quinnemanuel.com

16 patrickschmidt@quinnemanuel.com

17 richarddoss@quinnemanuel.com

18 Lance S. Strumpf, Esq.

19 Law Offices of Lance S Strumpf

20 5136 Woodley Avenue

21 Encino, CA 91436

22 lance206@mac.com

Attorneys for
Briles Aerospace, Inc. and
Michael Briles

Attorneys for
Briles Aerospace, Inc. and
Michael Briles

23 I declare under penalty of perjury under the laws of the United States of
24 America that I am employed in the office of a member of the bar of this Court, at
25 whose direction the service was made, and that the foregoing is true and correct.

26 Executed on June 28, 2019, at Los Angeles, California.

27
28

Amy Maruska

EXHIBIT 19

EMPLOYEE PATENT & CONFIDENTIALITY AGREEMENT

TO: SPS TECHNOLOGIES, LLC:

I, _____, in consideration of my employment or continued employment by SPS Technologies, LLC, or one of its subsidiaries or affiliates (hereinafter collectively called the "Company"), and of the salary or wages to be paid to me during the continuance of such employment, agree as follows:

1. To disclose promptly to the Company all inventions, discoveries, improvements, developments, designs, methods, systems, computer programs, trade secrets or any other intellectual property (hereinafter collectively called "Inventions") made, conceived or first reduced to practice by me solely or jointly with others during the period of my employment with the Company, relating to the business activities of the Company or resulting from or suggested by any of the work I have performed or may perform for the Company, whether or not such Inventions are patentable.
2. The Company shall be free to adopt any such Invention, if it so desires, and any property rights therein including rights arising from the obtaining of letters patent or copyright in respect thereof shall be vested in the Company, and I will at the Company's request and cost execute any necessary assignment, patent or copyright forms and the like, and will assist in the drafting of any description or specification of the Invention as may be required and in connection with any application for letters patent.
3. The Company's rights hereunder shall not be limited to this country but shall extend to any country in the world and shall attach to any such Invention notwithstanding that it is perfected or reduced to specific form after I have left the Company's employment, provided that its conception arose during the course of my employment.
4. To lend such assistance as I may be able at the Company's request and expense in connection with any proceedings relating to such letters patent, copyright or application therefor; in such case the Company will pay me in respect of my expenses which I may incur in assisting the Company to obtain letters patent, copyright or other protection.
5. Not to disclose directly or indirectly, publish or in any other way reveal to any unauthorized person at any time during or subsequent to my employment, or to utilize subsequent to my employment by the Company any knowledge not already available to the public respecting the Company's Inventions or other private or confidential matters of the Company and its business acquired or developed by me during the course of my employment, without first obtaining the Company's permission in a writing signed on behalf of the Company by its President.
6. On leaving the Company's employ, I will promptly hand over all drawings and copies thereof, tables, notes, notebooks, correspondence and other written, printed or photographed material in my possession or control relating to such Inventions or other private or confidential matters of the Company and its business, and not retain any such document or writing.
7. I have set out below a complete list of all Inventions, if any, patented or unpatented, including the numbers of all patents and patent applications filed thereon, and a brief description of all unpatented Inventions, which I made prior to my employment by the Company, and which are to be excluded from the scope of this Agreement. I agree that any patentable improvements made upon the listed Inventions subsequent to my employment by the Company are to be the property of the Company if within the scope of Paragraph 1 hereof.
8. In the course of performing services hereunder, on behalf of the Company and its affiliates, I understand and acknowledge that from time to time I will have access to Confidential Information (including, without limitation, all tangible and intangible data and electronic media, memoranda, detailed vendor information, procurement strategies, detailed customer lists and contact information, sales strategies, customer programs, manufacturing methods and methodologies, notes, programs and other papers and items, and reproductions thereof relating to the foregoing matters). I agree to hold the Confidential Information in strict confidence, (b) not to disclose the Confidential Information to any person (other than in the regular business of the Company), and (c) not to use, directly or indirectly, any of the Confidential Information for any purpose other than on behalf of the Company. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, that are furnished to me by the Company or are produced by me in connection with my employment will be and remain the sole property of the Company. Upon the termination of my employment with the Company for any reason and as and when otherwise requested by the Company, all Confidential Information (including, without limitation, all data, memoranda, customer lists, notes, programs and other papers and items, and reproductions thereof relating to the foregoing matters) in Executive's possession or control, shall be immediately returned to the Company.
9. I hereby confirm that I am not bound by the terms of any agreement with any previous employer or other party that restricts in any way my use or disclosure of information or my engagement in any business. I represent to the Company that my execution of this Agreement, my employment with the Company and the performance of my proposed duties for the Company will not violate any obligations I may have to any such previous employer or other party. In my

work for the Company, I will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and I will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

10. During and after my employment, I shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while I was employed by the Company. I understand and acknowledge that my full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after my employment, I also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while I was employed by the Company. The Company shall reimburse me for any reasonable out-of-pocket expenses incurred in connection with my performance of obligations pursuant to this section.

11. I recognize that the Company possesses a proprietary interest in all of the information described in herein and the Company has the exclusive right and privilege to use, protect by copyright, patent or trademark, or otherwise exploit the processes, ideas and concepts described therein to the exclusion of me, except as otherwise agreed between the Company and me in writing. I expressly agrees that any products, inventions, discoveries or improvements made by me or my agents or affiliates in the course of my employment, including any of the foregoing which is based on or arises out of the information described herein, shall be the property of and inure to the exclusive benefit of the Company.

12. Each section of this Agreement constitutes a separate and distinct provision hereof. In the event that any provision of this Agreement shall finally be judicially determined to be invalid, ineffective, or unenforceable, such determination will apply only in the jurisdiction in which such adjudication is made and every other provision of this Agreement will remain in full force and effect. The invalid ineffective or unenforceable provision will without further action by the parties, be automatically amended to effect the original purpose and intent of the invalid, ineffective, or unenforceable provision; provided however, that such amendment will apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

13. In the event that any provision contained herein is in violation of any law of the country in which this Agreement is signed or of any country to which I am subsequently transferred, then in that event such provision shall be considered null, void and of no effect, but the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon me.

14. The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

15. Nothing in this Agreement shall be deemed to bind the Company to employ me for any particular period of time, and I understand that my employment is terminable at the will of the Company.

16. This Agreement supersedes all earlier agreements between the Company and me which deal with the subject matter of this Agreement, if any, and may not be modified in whole or in part except by a statement in writing signed by an officer of the Company.

I intend to be legally bound hereby this ____ day of _____, 2011.

Signed _____
(Employee)

(I)Executed copy HR Dept.

(I)Executed copy Employee